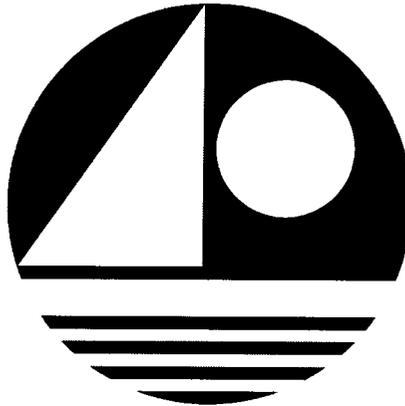


INVITATION FOR BIDS
CITYWIDE MAINTENANCE OF ELEVATORS

BID # 55-02/03

BID OPENING: AUGUST 14, 2003 AT 3:00 P.M.



Gus Lopez, CPPO, Procurement Director
City of Miami Beach - Procurement Division
1700 Convention Center Drive
Miami Beach, FL 33139

F:\PURC\\$\ALL\MARTA\Bids\02-03\ITB 55-02-03.doc

BID NO: 55-02/03
DATE: 7/18/03

CITY OF MIAMI BEACH

1

PROCUREMENT

AGREEMENT

THIS AGREEMENT made this 10th day of September 2003, A.D. between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, hereinafter called the City, which term shall include its successors and assigns, party of the one part, and

KONE, INC.
ONE KONE COURT
MOLINE, IL 61265

hereinafter called the Contractor, which term shall include its heirs, successors and assigns, party of the other part.

WITNESSETH that the said Contractor for the consideration and compensation herein agreed to be paid and the said City in consideration of the service to be provided by said Contractor and designated "**CITYWIDE MAINTENANCE OF ELEVATORS**" by said City, do hereby mutually agree as follows:

1. This Agreement shall extend to and be obligatory upon said City, its successors and assigns, and upon said Contractor and its heirs, successors and assigns. Neither this Agreement nor any part thereof nor any part of the Work herein contemplated, shall be assigned or sublet, nor shall any sums of money provided to be paid to said Contractor be assigned by said Contractor to anyone without the consent of the City Commission of said City evidenced by its resolution.
2. The foregoing pages of this booklet, including the Notice to Contractors, the Proposal, and the Contract Documents and such alterations as may be made in said Plans and Specifications as therein provided for, are hereby referred to and made a part of this Agreement and the terms and conditions set forth therein, except when in direct conflict with this written Contract, are as much a part hereof as if copied herein. If conflicts exist between them and this written instrument, only that part of the matter in direct conflict herewith shall not be construed to be a part hereof.
3. The contract shall remain in effect from time of award until **September 30, 2005**. This contract could be extended for an additional three (3) years, on a year to year basis, if mutually agreed by upon both parties.
4. The contractor shall furnish all labor, materials, tools, and equipment necessary to provide maintenance of elevators for the City of Miami Beach, nothing being required of the City except that it may, at its expense, supervise such work and enter upon and inspect the same at all reasonable times.
5. If any dispute arises between the City and said Contractor with reference to the meaning or requirements of any part of this Contract and they cannot agree, the more stringent requirements shall govern as determined by the City.

6. If the Contractor shall complete the service herein contemplated in a good and workmanlike manner in accord herewith, the said City shall pay to the Contractor the contract sum in accordance with the Conditions of the Contract.
7. The Contractor shall file Insurance Certificates, as required, and they must be signed by a Registered Insurance Agent licensed in the State of Florida and approved by the City of Miami Beach Risk Manager.
8. All documents shall be executed satisfactorily to said City and until Insurance Certificates have been filed and approved, this Contract Agreement shall not be effective.
9. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Proposal, attached to this Agreement. The parties expressly agree that the Contract Price is a stipulated sum except with regard to the items in the Bid which are subject to unit prices.

Not to Exceed Contract Price: \$ 43,420

10. The Contract Documents which comprise the entire Agreement between City and Contractor are attached to this Agreement and made a part hereof.
11. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

IN WITNESS WHEREOF the said City has caused this Agreement to be signed by the Mayor of the City of Miami Beach, Florida and its corporate seal to be affixed, attested by the City Clerk of the City of Miami Beach and the said Contractor has caused this Agreement to be signed it its name.

KONE INC.

 Contractor (SEAL)
 By Bruce Norden
 (Authorized Corporate Officer)
 Bruce Norden
 Vice President
 Service Sales

 Title

CITY OF MIAMI BEACH
 By [Signature]
 Mayor

ATTEST:

[Signature]
 City Clerk

**APPROVED AS TO
 FORM & LANGUAGE
 & FOR EXECUTION**

[Signature] 10-31-03
 City Attorney Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR DO
KONEI-1

DATE (MM/DD/YYYY)
10/21/03

PRODUCER REN & Associates, Inc. 233 N. Michigan Ave. Chicago IL 60601 Phone: 312-856-9400 Fax: 312-856-9425	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Kone Inc. One Kone Court Moline IL 61265	INSURER A: CNA Casualty Co. of CA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	ADDF INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PCL223465480	01/01/03	01/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Incl above
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<i>Approved 10/29/03 [Signature]</i>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Maintenance under Contract # 40056120 effective 10/20/03. Project: Citywide Maintenance of Elevator, City of Miami Beach. City of Miami Beach is included as Additional Insured.

CERTIFICATE HOLDER MIAMI BE City of Miami Beach City Hall 1700 Convention Center Dr Miami Beach FL 33139	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
10/24/2003

PRODUCER
AON RISK SERVICES, INC. OF ILLINOIS
1000 NORTH MILWAUKEE AVENUE
GLENVIEW, IL 60025
DBA AON RISK INSURANCE SERVICES OF ILLINOIS, CA LICENSE NO. 0095623

Serial # 12151

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A ZURICH AMERICAN INSURANCE COMPANY
COMPANY B
COMPANY C
COMPANY D

INSURED
KONE INC.
ONE KONE COURT
MOLINE, IL 61265
ATTN: LAW DEPARTMENT FAX#: 309-743-5800

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP8242063 (AOS) TAP8242064 (TX) BAP9302163 (VA)	01/01/2000 01/01/2000 01/01/2002	01/01/2005 01/01/2005 01/01/2005	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC8242068 (AOS) WC8242067 (WI)	01/01/2000	01/01/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

Amended 10/24/03

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CITYWIDE MAINTENANCE OF ELEVATORS, CITY OF MIAMI BEACH
KONE # 40056120

CERTIFICATE HOLDER
CITY OF MIAMI BEACH
CITY AHLL
1700 CONVENTION CENTER DR.
MIAMI BEACH, FL 33139

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF IL

Fred Hill

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who is an Insured (Section II) is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:

1. A written contract or agreement; or
2. An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued; but

The written or oral contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury".

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Premises you own, rent, lease, or occupy; or
 - b. "Your work" for that additional insured by or for you.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications, and
2. Supervisory, inspection, or engineering services

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Additional Insured: City of Miami Beach

INSURED: KONE, INC.	ENDORSEMENT A
POLICY #: PCL 223465480	CONTRACT: # 40056120
EFFECTIVE: 1/1/03 to 1/1/04	PROJECT: City of Miami Beach, Florida

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Handwritten signature of Jorge M. Gonzalez.

Subject: **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO KONE, INC.,
IN THE ANNUAL ESTIMATED AMOUNT OF \$43,420, PURSUANT TO
INVITATION TO BID NO. 55-02/03, FOR THE CITYWIDE MAINTENANCE OF
ELEVATORS**

ADMINISTRATION RECOMMENDATION:

Approve the Award.

BID AMOUNT AND FUNDING:

\$43,420 Funds are available from Property Management Accounts 520.1720.000325 and 250.1720.000342, and Parking Department Accounts 480.0463.000325 and 480.0463.000342, allocated for Fiscal Year 03/04 for elevator maintenance and repairs.

ANALYSIS:

Invitation to Bid No. 55-02/03 (the "Bid") was issued on July 18, 2003, with an opening date of August 20, 2003. BidNet issued bid notices to 5 prospective bidders. Additionally, the Procurement Division sent the bid announcement to the "BB-Bid", the online bidding and procurement system powered by the Blue Book database, thus inviting another 31 prospective bidders. The notices resulted in the receipt of four (4) bids.

The purpose of the Bid is to establish a contract, by means of sealed bids, for citywide maintenance of elevator and elevator repair services, from a source of supply that will give prompt and efficient service.

Atlantic Elevator Sales and Service, Inc., the current contractor, provided a bid but was not deemed to be the lowest and best.

The lowest and best bid was received from KONE, Inc. This contractor has been in business for 111 years as a specialty mechanical contractor (Elevator). The Procurement Division obtained favorable references from the following agencies:

- Jackson Memorial Hospital;
- Olympus Association;
- Miami-Dade Aviation Department; and
- The Miami Herald.

The contract with KONE, Inc. shall remain in effect from time of award until **September 30, 2005**. The contract may be extended for an additional three (3) years, on a year-to-year basis, if mutually agreed by upon both parties. At time of renewal each year, the City will negotiate an adjustment based on Consumer Price Index (CPI) increase.

RECOMMENDATION

Based on the analysis of the bids received, it is recommended that the City award the contract to the lowest and best bidder, **KONE, INC.**

BID TABULATION:

GROUP I. MAINTENANCE AGREEMENT					
Item	Description	Kone Elevator	Atlantic Elevator	Executive Elevator	ThyssenKrupp
1	CITY HALL (2 Elevators)	\$ 270/month	\$ 334/month	\$ 549/month	\$ 387/month
2	POLICE STATION (3 Elevators)	240	420	509	465
3	HISTORIC CITY HALL (2 Elevators)	490	590	886	620
4	17TH ST PARKING (5 Elevators)	425	700	890	625
5	42ND ST PARKING (2 Elevator s)	430	590	624	464
6	13TH ST PARKING (2 Elevators)	170	280	364	250
7	S. SHORE COMMUNITY CTR (1 Elevator)	90	127	161	94
8	SCOTT RAKOW YOUTH CTR (1 Elevator)	85	127	141	94
9	BASS MUSEUM (1 Elevator)	85	127	141	94
TOTAL MONTHLY COST (19 Elevators)		\$ 2,285	\$ 3,295	\$ 4,265	\$ 3,093
TOTAL ANNUAL COST (19 Elevators)		\$ 27,420	\$ 39,540	\$ 51,180	\$ 37,116
GROUP II. REPAIRS NOT COVERED UNDER MAINTENANCE AGREEMENT (Estimated \$16,000/Year)					
1	Hourly Labor Rate I	\$ 102.00/hour	\$ 125.00/hour	\$ 130.00/hour	\$ 139.92/hour
2	Hourly Labor Rate II	\$ 175.00/hour	\$ 212.50/hour	\$ 260.00/hour	\$ 209.88/hour
3	Parts and Supplies to be supplied at vendors	Cost	Cost	Cost	Cost

CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://miamibeachfl.gov>



PROCUREMENT DIVISION

Telephone (305) 673-7490
Facsimile (305) 673-7851

INVITATION TO BID NO. 55-02/03

ADDENDUM NO. 2

August 12, 2003

CITYWIDE MAINTENANCE OF ELEVATORS is amended as follows:

- I. **Bid opening date is changed from August 14, 2003 to August 20, 2003 at 3:00 p.m.**
- II. **REPLACE pages 32 through 36 of the Bid Documents with the attached amended pages.** Revised pages reflect the deletion of two glass back elevators from City Hall and deletion of Elevators being maintained under separate contracts.
- III. **ADD the following clause to the Bid Documents, page 20:**
 - 2.8. **OPTION TO RENEW WITH PRICE ADJUSTMENT:**

The contract could be extended for an additional three (3) years, on a year to year basis, if mutually agreed by upon both parties. At time of renewal each year, the City will negotiate an adjustment to price based on Consumer Price Index increase.
- IV. **ADD the following clause to the Bid Documents, page 23:**
 - 3.2. **NON PROPRIETARY EQUIPMENT:**

No proprietary software or hardware shall be utilized in this bid. All equipment utilized shall be generic and non-proprietary.
- V. **ADD the following language to clause 3.7. of the Bid Documents, page 26:**

Upon notification by City staff, the elevator contractor shall provide a telephone response time of two (2) hours or less and provide the physical response time to the outage. A physical response to the outage by an elevator technician shall be within four (4) business hours of the call. Should the response time take longer than eight (8) hours on a regular business day, a \$200 per day fine shall be assessed against the contractor for lack of performance. Five or more accumulated fines during a 30 day period shall be deemed as grounds for contract cancellation and the contract may be awarded to the secondary contractor.
- VI. **A list of contact personnel and telephone numbers for each location will be provided to the awarded bidder(s) before award/execution of the contract.**

VII. The following are answers to questions submitted by prospective bidders:

1. Please find our request for you to consider alternate language to clause 1.36 Cancellation: Delete "...for any reason," and insert "... for cause,"; and 1.67 Indemnification: Notwithstanding the above, Contractor's responsibility, liability, indemnification and hold harmless shall in no way include the acts, actions, neglects or omissions, in whole or in part, by the City, its officers, officials, agents, employees or any other persons not employed by the Contractor.

The City's Legal Department advised that the language for Clauses 1.36 and 1.67 is to remain as originally stated in the bid documents.

2. Will the present vendor be responsible for obtaining the final inspection and sign off of the elevators recently upgraded in City Hall (Two Glass Elevators located at 1700 Convention Center Drive?

Yes, the present vendor is the permit holder for the Modernization.

3. Will the present vendor be responsible for performing the past due five (5) year safety test on the two elevators located at Historic City Hall (test was due May 2003)?

Yes.

4. Section 2.19 References. This section requires a list of "projects or contracts for \$50,000 or higher". There are few single properties located in Miami Dade County which would have a monthly elevator maintenance charge of \$50,000 or higher. What calculation method will be used to assess the value of an ongoing, self renewing service maintenance agreement, as we have with the majority of our service clients? Should this be calculated on the length of tenure on a specific job (i.e. Maintained elevators at "X" Building for a period of 18 years/ or 108 months at an average monthly charge of \$500 for a total value to date of \$54,000.00)? Please advise. Is a completed Modernization Project, with a value greater than \$50,000.00 acceptable as a reference?

Minimum requirement for annual service maintenance agreement is hereby revised to be \$20,000 or higher; minimum requirement for a completed modernization project remains at \$50,000 or higher. References for either an annual service contract with a single client in the amount of \$25,000 or higher, or completed modernization projects with a value greater than \$50,000 are acceptable as references. Bidders are required to provide at least four separate references (either service agreements or modernization projects) which meet the minimum requirement as stated above.

ITB No. 55-02/03
Addendum 2
Page 3

Bidders are reminded to please acknowledge receipt of this addendum with their proposals or the bid may be considered non-responsive.

CITY OF MIAMI BEACH



Gus Lopez, CPPO
Procurement Director
mf

SCHEDULE OF EQUIPMENT TO BE MAINTAINED

1. CITY HALL

1700 Convention Center Drive

D #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-4977	MONTGOMERY	Hydraulic /Passenger	4	4 F	1,500	100
D-4980	MONTGOMERY	Traction	4	4 F/1R	3,500	350

2. POLICE STATION

1100 Washington Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-6574	DOVER	Hydraulic /Passenger	4	4 F	2,500	125
D-6575	DOVER	Hydraulic /Passenger	4	4 F	2,500	125
D-6576	MOWERY	Hydraulic /Passenger	4	4 F	4,000	100

3. HISTORIC CITY HALL

1130 Washington Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-6661	DOVER	Traction	8	8 F	2,500	350
D-6660	DOVER	Traction	8	8 F	2,500	350

4. 17TH STREET PARKING GARAGE

1701 Meridian Court

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-5083	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-5084	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-4989	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-4990	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-4991	DOVER	Hydraulic /Passenger	5	5 F	2,500	200

Schedule of the Equipment to be Maintained

5. 42ND STREET PARKING GARAGE
42nd Street and Sheridan Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-4403	DOVER	Traction	5	5 F	2,500	350
D-4404	DOVER	Traction	5	5 F	2,500	350

6. 13TH STREET PARKING GARAGE
1301 Collins Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-7407	MODERN	Hydraulic /Passenger	5	5 F	2,500	100
D-7408	MODERN	Hydraulic /Passenger	4	4 F	2,500	100

7. SOUTH SHORE COMMUNITY CENTER
833 6th Street

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-5173	ESS	Hydraulic /Passenger	2	2 F	3,500	100

8. SCOTT RAKOW YOUTH CENTER
2700 Sheridan Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-5163	DOVER	Hydraulic /Passenger	2	2 F	1,500	100

9. BASS MUSEUM
2121 Park Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-3369	DOVER	Hydraulic /Passenger	2	2 F/2R	2,500	125

THIS PAGE LEFT BLANK INTENTIONALLY

CITYWIDE MAINTENANCE OF ELEVATORS

BID # 55-02/03

Bid Proposal Page 1 of 3

COMPANY NAME: _____

GROUP I. ELEVATORS TO BE MAINTAINED

We propose to furnish all labor, materials, tools, and equipment necessary to provide maintenance of elevators for the City of Miami Beach in accordance with these specifications.

<u>ITEM / DESCRIPTION</u>	<u>MONTHLY RATES</u>
1. CITY HALL	
(1) Hydraulic (1) Traction Passenger Elevators	\$ _____/Month
2. POLICE STATION	
(3) Hydraulic Passenger Elevators	\$ _____/Month
3. HISTORIC CITY HALL (2) Elevators	
(2) Traction Passenger Elevators	\$ _____/Month
4. 17TH STREET PARKING GARAGE	
(5) Hydraulic Passenger Elevators	\$ _____/Month
5. 42ND ST PARKING GARAGE	
(2) Traction Passenger Elevators	\$ _____/Month
6. 13TH STREET PARKING	
(2) Hydraulic Passenger Elevators	\$ _____/Month
7. SOUTH SHORE COMMUNITY CENTER	
(1) Hydraulic Passenger Elevator	\$ _____/Month
8. SCOTT RAKOW YOUTH CENTER	
(1) Hydraulic Passenger Elevator	\$ _____/Month
9. BASS MUSEUM	
(1) Hydraulic Passenger Elevator	\$ _____/Month

CITYWIDE MAINTENANCE OF ELEVATORS

BID # 55-02/03

Bid Proposal Page 2 of 3

COMPANY NAME: _____

GROUP II. REPAIRS NOT COVERED UNDER MAINTENANCE AGREEMENT

At the City's sole discretion, additional services other than those specified in this solicitation, may be requested and will only be authorized by the contract administrator or his designee.

HOURLY LABOR RATES (Section 2.16)

Should additional work be required, not identified in the Bid Specifications, we propose to provide the work at the following rates.

HOURLY LABOR RATE I: \$ _____/Hour
(Straight time non-specified repairs)

HOURLY LABOR RATE II: \$ _____/Hour
(Overtime non-specified repairs)

PARTS AND SUPPLIES (Section 2.14)

Should parts and supplies be required in connection with work not specified in the bid documents, we propose to furnish at the following rate:

PROVIDE PARTS AND SUPPLIES AT VENDOR'S: **COST**

CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
http://miamibeachfl.gov



PROCUREMENT DIVISION

Telephone (305) 673-7490

Facsimile (305) 673-7851

INVITATION TO BID NO. 55-02/03

ADDENDUM NO. 1

July 31, 2003

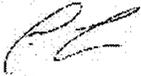
CITYWIDE MAINTENANCE OF ELEVATORS is amended as follows:

- I. **A site visit is scheduled for Tuesday, August 5, 2003 at 10:00 a.m. Please meet at the City Hall 1st Floor Lobby area.**
- II. **The following information relative to issues raised or discussed at the pre-bid conference is hereby incorporated and made part of Bid No. 55-02/03:**
 - A. **Last bid results** – Copy of the last bid results are attached for bidder's reference.
 - B. **Indemnity Clause** – Bidder to submit in writing request to consider alternate language for indemnity clause. This request will be forwarded to the Risk Management Department for review and response is to be provided in subsequent addenda.
 - C. **Section 3.5.10** – The following language shall be added to the 4th line on paragraph 3.5.10 Hydraulic Elevators (page 25): "...hydraulic lines *condition*,..." (Language in *Italic* denotes added language).
 - D. **Access to Buildings** – A list with contact information for each location to be provided by the City in subsequent addenda.
 - E. **Elevators covered under separate contract** – Bidders are not required to provide a bid amount for those elevators that are currently maintained under separate contracts. **Delete page 34 of the Bid Documents. Page 36 will be revised in subsequent addenda to reflect the deletion of "Group II. Elevators Currently under Separate Contract".**
 - F. **Options to Renew.** The prices quoted by the bidder on the Bid Form shall be fixed and firm through September 30, 2005. Language addressing the renewal options for three additional years, on a year to year basis, with price adjustments will be added to the Bid Documents in subsequent addenda.
 - G. **Method of Award.** Award of this contract will be made to primary and secondary lowest responsive, responsible bidders per location meeting the specifications as established by the Bid Documents.

H. Presentations. Otis requested the opportunity to give a presentation to the decision makers on this project. Presentations are/will not be part of the bidding process, however, prospective bidders, may provide written recommendation/suggestions for revised specifications, within industry standards that may be of greater value to the City, for the City's review. Should the City then decide to revise the specification (Scope of Work), all prospective bidders will receive the subsequent addenda.

Bidders are reminded to please acknowledge receipt of this addendum with their proposals or the bid may be considered non-responsive.

CITY OF MIAMI BEACH



Gus Lopez, CPPO
Procurement Director
mf

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>

COMMISSION MEMORANDUM NO.

TO: Mayor Neisen O. Kasdin and
Members of the City Commission

DATE: November 4, 1998

FROM: Sergio Rodriguez
City Manager

SUBJECT: Request for Approval to Award a Contract to Atlantic Elevator Sales & Service, Inc., in the Estimated Annual Amount of \$36,648, Pursuant to Bid No. 93-97/01 for City Wide Maintenance of Elevators.

ADMINISTRATION RECOMMENDATION

Approve the award.

FUNDING

\$20,940 Funds are available from Property Management Account No. 520-1720-000325

\$15,708 Funds are available from Parking Department Account No. 480-463-000325

BACKGROUND

This Invitation for Bid was issued on July 24, 1998, with an opening date of August 25, 1998. Three (3) notices and seven (7) specifications were mailed. A Pre-Bid Conference was conducted on August 11, 1998, two (2) responsive bids and two (2) no-bid responses were received.

The purpose of this bid is to establish a two-year contract for the supply of all labor, materials, tools, and equipment necessary to provide maintenance of elevators as detailed on the attached tabulation, and to provide for unspecified parts and repairs at pre-established rates. This bid contains an option to renew for two additional years on a year to year basis.

ANALYSIS

	<i>Atlantic Elevator Sales & Service</i>	<i>Mowrey Elevator Service Company</i>
Total Monthly Cost (22 Elevators)	\$3,054.00	\$4,785.00
Hourly labor rate I (Straight time non-specified repairs)	\$85.00/hour	\$68.50/hour
Hourly labor rate II (Overtime non-specified repairs)	\$144.50/hour	\$100.00/hour
Parts to be supplied at _____ % over vendor's cost.	15.00%	10.00%

Bid No. 93-97/01
November 4, 1998
Page Two

CONCLUSION

This contract should be awarded to the overall lowest responsive, responsible bidder, Atlantic Elevator Sales & Service, Inc.

SR:CC:BJ:JG:JF:mr

TABULATION
Bid No. 93-97/00

GROUP I			
Item	Description	<i>Atlantic Elevator Sales & Service, Inc.</i>	<i>Mowrey Elevator Service Company, Inc.</i>
1	CITY HALL Three (3) Montgomery Hydraulic Passenger Elevators	\$339.00/month	\$600.00/month
1A	CITY HALL One (1) Montgomery Traction Passenger Elevator	\$175.00/month	\$150.00/month
2	POLICE STATION Three (3) Mowery Hydraulic Passenger Elevators	\$393.00/month	\$675.00/month
3	HISTORIC CITY HALL Two (2) Mowery Friction Passenger Elevators	\$541.00/month	\$600.00/month
4	LINCOLN LANE WEST GARAGE Five (5) Dover Passenger Elevators	\$613.00/month	\$900.00/month
5	SHERIDAN AVENUE GARAGE Two (2) Montgomery Passenger Elevators	\$267.00/month	\$400.00/month
6	SOUTH SHORE COMMUNITY CENTER One (1) Elevator Sales & Service Elevator	\$102.00/month	\$275.00/month
7	YOUTH CENTER One (1) Dover/Miami Passenger Elevator	\$93.00/month	\$110.00/month
8	BASS MUSEUM One (1) Associated Oil-Matic Passenger Elevator	\$102.00/month	\$275.00/month
9	13TH STREET GARAGE Two (2) Otis Hydraulic Passenger Elevators	\$304.00/month	\$600.00/month
10	POLICE GARAGE One (1) Mowery Hydraulic Passenger Elevator	\$125.00/month	\$200.00/month
TOTAL MONTHLY COST		\$3,054.00	\$4,785.00
GROUP II			
1	Hourly labor rate I (Straight time non-specified repairs)	\$85.00/hour	\$68.50/hour
2	Hourly labor rate II (Overtime non-specified repairs)	\$144.50/hour	\$100.00/hour
3	Parts to be supplied at _____% over vendor's cost. (other than those specified in this solicitation)	15.00%	10.00%



1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://miamibeachfl.gov>

PROCUREMENT DIVISION

Telephone (305) 673-7490
Facsimile (305) 673-7851

PUBLIC NOTICE INVITATION TO BID NO. 55-02/03

Sealed bids will be received by the City of Miami Beach Procurement Director, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until 3:00 p.m. on the **14th day of August, 2003** for:

CITYWIDE MAINTENANCE OF ELEVATORS

Scope of Work: The work specified in this bid consists of furnishing all labor, materials, tools, means of transportation and equipment necessary to provide maintenance of elevators for the City of Miami Beach in accordance with these specifications.

Minimum Requirements: Prospective Bidder must have a minimum of 3 years experience in successfully providing Elevator Maintenance and provide at least four (4) separate references for contracts or projects completed, of which each project/contract total cost was fifty-thousand dollars (\$50,000) or higher.

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A Pre-Bid Conference will be held at 10:00 a.m. on July 30th, 2003 at the City of Miami Beach 1st Floor Conference Room, located at City Hall, 1700 Convention Center Drive.

Attendance at the Prebid Conference is **highly encouraged** and recommended as a source of information but is not mandatory.

The City of Miami Beach has contracted with BidNet and has begun utilizing a new central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet, this new South Florida Purchasing system has replaced the DemandStar system and allow vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.govbids.com/scripts/southflorida/public/home1.asp. If you do not have Internet access, please call the BidNet support group at 800-677-1997 extension # 214.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (305) 673-7851. The Bid title/number shall be referenced on all correspondence. All questions must

be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CONE OF SILENCE, " IN ACCORDANCE WITH ORDINANCE NO. 2002-3378. A COPY OF ALL WRITTEN COMMUNICATION(S) REGARDING THIS BID MUST BE FILED WITH THE CITY CLERK.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CODE OF BUSINESS ETHICS" ("CODE"), IN ACCORDANCE WITH RESOLUTION NO. 2000-23879.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR BID IS SUBJECT TO THE CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CITY OF MIAMI BEACH DEBARMENT ORDINANCE NO. 2000-3234.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE BID SOLICITATION PROTEST ORDINANCE NO. 2002-3344.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CITY OF MIAMI BEACH LOBBYIST FEES DISCLOSURE ORDINANCE NO. 2002-3363.

YOU ARE HEREBY ADVISED THAT THIS BID SOLICITATION IS SUBJECT TO THE LOCAL PREFERENCE ORDINANCE NO. 2003-3413. RESPONSIVE AND RESPONSIBLE MIAMI BEACH-BASED VENDORS THAT ARE WITHIN 5% OF THE LOWEST AND BEST BIDDER, WILL BE GIVEN AN OPPORTUNITY OF PROVIDING SAID GOODS OR GENERAL SERVICES CONTAINED HEREIN, FOR THE LOWEST RESPONSIVE BID AMOUNT.

CITY OF MIAMI BEACH



Gus Lopez, CPPO
Procurement Director

CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>

PROCUREMENT DIVISION

Telephone (305) 673-7490
Facsimile (305) 673-7851

<i>NOTICE TO PROSPECTIVE BIDDERS</i>

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- Our company does not handle this type of product/service.
- We cannot meet the specifications nor provide an alternate equal product.
- Our company is simply not interested in bidding at this time.
- Due to prior commitments, I was unable to attend pre-proposal meeting.
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.

**CITYWIDE MAINTENANCE OF ELEVATORS
BID # 55-02/03**

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. Facsimile bids will not be accepted.

1.2 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 NO BID:

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

1.4 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

1.5 TAXES:

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 04-00097-09-23.

1.6 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.7 CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.8 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.9 BIDDER'S CONDITIONS:

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach, FL.

1.10 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed.

Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

1.11 (NOT USED)

1.12 (NOT USED)

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

1.14 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division , 1700 Convention Center Drive, Miami Beach, FL 33139.

1.15 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

1.16 INTERPRETATIONS:

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. Fax (305) 673-7851.

1.17 (NOT USED)

1.18 (NOT USED)

1.19 BID OPENING:

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

1.20 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.21 PAYMENT:

Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.22 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

1.23 LEGAL REQUIREMENTS:

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.24 (NOT USED)

1.25 (NOT USED)

1.26 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.27 OSHA:

The bidder warrants that the product supplied to the City of Miami Beach, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.28 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.29 ANTI-DISCRIMINATION:

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.30 AMERICAN WITH DISABILITIES ACT:

Call (305) 673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Heidi Johnson Wright, Public Works Department, at 305.673.7080.

1.31 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.32 (NOT USED)

1.33 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Dade County and City of Miami Beach building code requirements and the South Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

1.34 BID GUARANTY: N/A

~~All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 00410), treasurer's check or bank draft of any national or state bank (United States), in the amount of \$ _____ payable to City of Miami Beach, Florida, and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond and Payment Bond and evidence of required insurance within ten (10) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful Bidder shall be forfeited to the City of Miami Beach as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond, Payment Bond and Certificate(s) of Insurance within ten (10) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by the City's Procurement Director for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.~~

1.35 DEFAULT:

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list

1.36 CANCELLATION:

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.37 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of Miami Beach, Accounts Payables Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

1.38 (NOT USED)

1.39 (NOT USED)

1.40 NOTE TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

1.41 SUBSTITUTIONS:

The City of Miami Beach, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.42 FACILITIES:

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

1.43 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

1.44 BID PROTEST PROCEDURES:

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

1.45 (NOT USED)

1.46 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum shall be sent by mail or facsimile to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Proposal Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

1.47 DEMONSTRATION OF COMPETENCY:

1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplies to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.48 DETERMINATION OF AWARD

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

1.49 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Beach.

1.50 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.51 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.52 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be A Spot Market Purchased may be purchased by other methods, i.e. Federal, State or local contracts.

1.53 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or firm which is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

1.54 WAIVER OF INFORMALITIES

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

1.55 ESTIMATED QUANTITIES

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

1.56 COLLUSION

Bids from related parties. Where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or proposals found to be collusive shall be rejected. Bidders or Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.57 DISPUTES

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Any agreement resulting from the award of this Bid (if applicable); then
- Addenda released for this Bid, with the latest Addendum taking precedence; then
- The Bid; then
- Awardee's Bid.

1.58 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact Heidi Johnson Wright at the Public Works Department at (305) 673-7080.

1.59 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

1.60 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Miami Beach, Florida and in case of default on the part of successful bidder or contractor, after such acceptance, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby. Additionally, the City may take such action.

1.61 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1700 Convention Center Drive, Miami Beach, FL 33139 FAX: (305) 673-7851. The bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

1.62 TIE BIDS:

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at that time.

1.63 PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.64 DETERMINATION OF RESPONSIVENESS:

Determination of responsiveness taken place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

1.65 DELIVERY TIME:

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e.; 12-14 days.

1.66 CONE OF SILENCE

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

1.67 INSURANCE AND INDEMNIFICATION:
(See Check List for applicability to this contract)

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida.

Maintain Comprehensive General Liability Insurance in amounts prescribed by the City (see checklist for limits) to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. This policy is to provide coverage for premises/operations, independent contractor, broad form property damage, products/completed operations and contractual liability.

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

Maintain any additional coverages required by the Risk Manager as indicated on the Insurance Check List. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. A copy of the endorsement(s) naming the City of Miami Beach as an additional insured is required and must be submitted to the City's Risk Manager.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City of Miami Beach Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Miami Beach, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

**CITYWIDE MAINTENANCE OF ELEVATORS
BID # 55-02/03**

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a contract, by means of sealed bids, for City Wide Maintenance of Elevator services as specified herein, from a source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

The contract shall remain in effect from time of award until **September 30, 2005**. This contract could be extended for an additional three (3) years, on a year to year basis, if mutually agreed by upon both parties.

2.3 METHOD OF AWARD:

Award of this contract will be made to primary and secondary lowest responsive, responsible bidders per location, whose bid will be most advantageous to the City of Miami Beach. Should the primary vendor fail to comply with the Terms and Conditions of this Contract, the City reserves the right to award to the secondary vendor, if it is deemed to be in the best interest of the City.

2.4 PAYMENT:

Invoices for payment will be submitted on a monthly basis for the duration of the contract. Successful bidder will be required to complete a check list and leave with a designated person or at designated location each time service is performed. Time Tickets describing time spent and work performed are to be submitted with each monthly invoice.

Invoices will be subject to verification and approval. Payment will be based upon receipt of aforementioned time tickets. The City reserves the right to hold the payment of those invoices where maintenance work has not been completed in accordance with these specifications.

2.5 ADDITIONS/DELETIONS OF FACILITIES:

Although this Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any department may be added/deleted to from this contract at the option of the City. When an addition to the contract is required, successful bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible bidder(s) meeting specifications in the best interest of the City.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm through **September 30, 2005**, provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.7 PRE-BID CONFERENCE/SITE INSPECTION:

A Pre-Bid Conference will be held at **10:00 a.m. on July 30, 2003** at the City of Miami Beach 1st Floor Conference Room, located in City Hall, 1700 Convention Center Drive.

2.8 (NOT USED)

2.9 VENDOR APPLICATION

The City of Miami Beach has contracted with BidNet and has begun utilizing a new central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet, this new South Florida Purchasing system has replaced the DemandStar system and allow vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.govbids.com/scripts/southflorida/public/home1.asp. If you do not have Internet access, please call the BidNet support group at 800-677-1997 extension # 214.

2.10 CONTACT PERSON:

The contact person for this Invitation to Bid is Marta Fernandez. The contact person may be reached by phone: 305.673.7490; fax: 305.673.7851; or e-mail: martafernandezrubio@miamibeachfl.gov. Communications between a proposer, bidder, lobbyist or consultant and Procurement Staff is limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the contact person, with a copy to the City Clerk, no later than ten (10) calendar days prior to the scheduled Bid opening date.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid. Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the Procurement Division prior to submitting a proposal that all addenda have been received.

YOU MUST FAMILIARIZE YOURSELF WITH GENERAL CONDITION 1.66, ENTITLED CONE OF SILENCE, WHICH SETS FORTH THE POLICIES AND PROCEDURES RELATIVE TO ORAL AND WRITTEN COMMUNICATIONS.

2.11 SAMPLES: N/A

2.12 (NOT USED)

2.13 LIQUIDATED DAMAGES: N/A

2.14 PERCENTAGE ABOVE VENDOR COST:

Bids for parts and supplies other than those specified in this solicitation shall be submitted at VENDOR'S COST. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified, and dated as to issuance and effectiveness.

2.15 ESTIMATED QUANTITIES: N/A

2.16 HOURLY RATE:

At the City's sole discretion, additional services other than those specified in this solicitation, may be requested and will only be authorized by the contract administrator or his designee.

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. Hourly labor rates are specified as follows:

Hourly Labor Rate I - hourly rate for straight time repairs, i.e. from 8:00 a.m. to 5:00 p.m. Monday - Friday (rate is to include labor and travel, parts are not included).

Hourly Labor Rate II - hourly rate for overtime repairs, i.e. before 8:00 a.m. or after 5:00 p.m., or on weekends or holidays. (rate to include labor and travel, parts not included.)

2.17 WARRANTY:

The successful bidder will be required to warranty all materials supplied and all work performed for a minimum of one (1) year. Warranty shall be described in detail on the attached Bid Form.

2.18 PRODUCT/CATALOG INFORMATION: N/A

2.19 REFERENCES (PROVIDE 8 REFERENCES, IN THE CUSTOMER REFERENCE FORM ON PAGE 39)

Each bid must be accompanied by a minimum of eight (8) references, of which four (4) separate projects or contracts must have been for \$50,000 or **Higher**. Reference shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

2.20 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.21 FACILITY LOCATION:

Refer to the list of the equipment to be maintained (pages 32-33)

2.22 BIDDER QUALIFICATIONS:

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and has tested and service similar type, size, complexity of

such installations. The evidence will consist of listing of work that has been provided to public and private sector clients, ei. nature of WORK within the last three (3) years.

2.23 LATE BIDS:

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

2.24 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

2.25 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the ORIGINAL AND ONE COPY of the Bid Form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.26 MAINTENANCE AGREEMENT:

Refer to Section 3 of the Specifications for a detailed Scope of Work.

2.27 EQUAL PRODUCT: N/A

**CITYWIDE MAINTENANCE OF ELEVATORS
BID # 55-02/03**

3.0 MINIMUM SPECIFICATIONS

3.1 SCOPE OF SERVICES:

The purpose of this bid is to establish a contract whereby the contractor shall furnish all labor, materials, tools, and equipment necessary to provide maintenance of elevators for the City of Miami Beach in accordance with the following specifications.

3.2. (NOT USED)

3.2. QUALIFICATION OF BIDDERS:

The importance of maintaining this equipment in line with its original design performance and in safe operating condition requires the service to be performed by an elevator contractor who has satisfactorily maintained equipment of the grade and to the degree included in these specifications.

Bidders shall submit with the bid:

- 3.3.1 A statement that he is regularly engaged in the business of servicing and installing equipment of the type and character covered by these specifications.
- 3.3.2 A complete description and location of his nearest service facilities available for furnishing maintenance of the equipment covered by these specifications and including the following items:
- 3.3.3. A list, including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has had in maintaining equipment of the same type and manufacture as used on the equipment covered in these specifications. Employees and supervisors servicing the elevators must be registered with the State of Florida and hold a valid Certificate of Competency issued by the Department of Business and Professional Regulations, Bureau of Elevators.
- 3.3.4 An outline of warehousing facilities, showing a complete list of genuine spare parts on hand of the same type and manufacture as used on the equipment covered in these specifications.
- 3.3.5 A list of at least three (3) other installations of the same equipment, characteristics, operation and manufacture as each item covered in these specifications that has been successfully maintained by the bidder for the past three (3) years.
- 3.3.6 A description of any other factors concerning the bidder's maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the equipment in a safe, dependable manner.

3.4. MAINTENANCE TOOLS AND INSTRUMENTS:

The contractor must own or have available at all times for immediate use a complete set of pertinent elevator maintenance and repair tools and instruments. These tools and instruments shall include the following but are not limited to such:

- 3.4.1. Turning tools capable of turning any of the hoisting machine commutators on the job site.
- 3.4.2. Generator turning tools capable of turning the commutator on any of the motor generator sets without removing rotating elements from generator.
- 3.4.3. Machine tools capable of turning main motor drive sheave grooves on the machine.
- 3.4.4. Electronic test instruments capable of checking all electrical circuits of the elevator equipment on a prologue registered scope.

3.5. MAINTENANCE SERVICE

Successful Bidder shall:

- 3.5.1. Maintain the elevator equipment herein described using skilled elevator maintenance employees under his/her supervision. Successful bidder will employ all reasonable care to see that the elevator equipment is maintained in proper operating condition.
- 3.5.2. Regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with minimum maintenance pre-approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts and replace same.

Maintenance and Repair Records duly signed to be kept for each unit at site in machine room. Time Tickets describing time spent and work performed to be submitted with each monthly invoice.

- 3.5.3. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of the current American Standard Safety Code Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. The ANSI/ASME Standards and Inspector's manual shall be used as a guide to establish that equipment is operating safely.
- 3.5.4. The Contractor shall maintain the original efficiency, safety and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturers specifications and/or by code requirements. Additionally the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.

- 3.5.5. To prevent build-up of lint and dirt, periodically (at least twice per year): brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoistway door hangers and tracks; on escalators and moving walks.
- 3.5.6. Renew wire ropes as often as deemed necessary to maintain an adequate factor of safety. Periodically the Contractor shall equalize the tension of all hoist ropes, and lubricate in accordance with wire rope manufacturers recommendations.
- 3.5.7. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within fourteen (14) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ANSI A17.1 A17.2.
- 3.5.8. Periodically examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the current American Standard Safety Code for Elevators, Dumbwaiters and Escalators. to include five (5) year full load and full speed tests.

NOTE: The contractor shall notify the Contract Administrator 48 hours in advance of regularly scheduled safety tests, including pressure tests and full load tests, of the time and place of the test.

- 3.5.9. Conduct monthly tests of elevator portion of emergency power operation and maintain log of all tests and the results. Year and five-Year tests to be witnessed by City of Miami Beach Inspector to be included in the contract.
- 3.5.10. Hydraulic Elevators, the contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order including but not limited to inspection of the system noting controller operation adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt and debris.

Traction Elevators: Elevator machine, motor generator, and control parts including mechanical parts, gears, worms, bearings, thrust bearings, brake, brake lining, magnetic frames, coils, and resistors for motor and operating circuits.

- 3.5.11. Signal Light Bulbs shall be replaced during regular service visits.
- 3.5.12. The following accessory equipment will be examined, lubricated, adjusted, repaired and/or replaced by contractor:

Door Operator, Car Door Hangers, Car Door Contacts and Door Protective Devices.
Emergency Car Lighting, Fans, and Blowers.

3.5.13. The following items are not included in this contract:

Refinishing, repairing or replacement of car enclosure, its gate and/or doors, hoistway enclosure, hoistway doors, door frames and sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, hydraulic cylinder, and underground piping.

3.5.14. Should an elevator be out of service for more than **72 hours** for any reason except while scheduled repairs are being performed, the City reserves the right to deduct the daily cost of maintenance from the monthly billing until elevator is put back in service.

3.6. NUMBER OF MAN HOURS TO BE FURNISHED

The successful bidder shall be required to provide the necessary man hours per month for routine cleaning, inspection and adjusting service. In addition, the successful bidder shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc., to insure the equipment is in good operating condition at all times. This includes man hours consumed in emergency call backs either during regular working hours or after regular working hours, and includes hours used for major maintenance repairs.

3.7. EMERGENCY CALL BACK SERVICE

The successful bidder shall be required to provide emergency call back service as required by these specifications within **two hours from receipt of notification** of each such requirement from the designated authority or his representative.

3.8. PERFORMANCE REQUIREMENTS

It is the intent of this contract that equipment be maintained so as to preserve the operation characteristics in line with the original design. Should the City's designated authority find through his own investigation or that of his representative that these standards are not being maintained, the contractor shall be given 14 days notice to restore the performance (Cure Notice) to the required level. Failure by the contractor to restore the performance to the required level within the 14 days period shall constitute sufficient cause for termination of the contract by reason of default.

3.8.1. DEFAULT

The designated authority may, by written notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to perform the service within the time specified in the manner required herein or if the contractor does not cure such failure within a period of 14 days after receipt of notice from the designated authority specifying such failure.

In the event the designated authority terminates this contract in whole or part as provided herein, he may procure in such manner as seems appropriate supplies or services similar to those so terminated and the contractor shall be liable for any excess cost for such similar supplies or services. However, the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3.9. ADDITIONAL PROVISIONS

- 39.1. Service call schedule shall be at least monthly for the contract term unless otherwise directed.

- 3.9.2 Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, or due to any other similar or dissimilar causes beyond its control. Contractor shall not be required to make additional safety tests, nor be required to install new attachments on the elevator which may be recommended or directed by Insurance Companies, or Government, State, Municipal, or other authorities.

- 3.9.3 Contractor is required to provide and maintain a service record for work to be performed as part of the maintenance agreement, satisfactory to the Property Management Division. See attached sample Maintenance Service Record for Bidder's reference.

ELEVATOR COMPANY

MASTER MAINTENANCE SERVICE RECORD

CONTRACT NAME _____ CONTRACT NO. _____
 BUILDING ELEVATOR NO. _____ CALLBACKS INCLUDE: REG. TIME OVERTIME
 ELEVATOR SERIAL NO. _____ ASSIGNED TO ROUTE NO. _____

MONTH	1	2	3	4	5
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					

MECHANIC WILL INITIAL SERVICE RECORD AFTER EACH EXAMINATION.

TO THE MAINTENANCE TECHNICIAN
 THIS SERVICE RECORD IS DESIGNED AS
 A TOOL TO HELP YOU MAINTAIN THIS
 EQUIPMENT AT PEAK OPERATING
 EFFICIENCY, PROVIDING DEPENDABLE,
 TROUBLE FREE SERVICE.

ON EVERY VISIT

- RIDE CAR
- OBSERVE OPERATION
- ADJUST AS NEEDED
- CONTACT MANAGER OR BUILDING ENGINEER AT

LOCATION OF 110 VOLT BREAKER:

PREVENTIVE MAINTENANCE LOG

CHECK POINTS	CHECK THE FOLLOWING ITEMS ONCE EACH QUARTER—NOTE ANY SIGNIFICANT CHANGES AND MAKE NECESSARY CORRECTIONS TO PREVENT SHUTDOWNS.	JAN. FEB. MAR.	APR. MAY JUN.	JUL. AUG. SEP.	OCT. NOV. DEC.
VOLTAGE CHECK	1. MAIN LINE VOLTAGE				
	2. EXCITATION				
	3. CONTROL CIRCUIT VOLTAGE				
	4. DOOR OPER. RECTIFIER VOLTAGE				
	5. 5V SUPPLY - SP. 5C				
	6. 5 S CARD INDICATOR LIGHTS				
	7. HL - HLC				
	8.				
CONTACTS AND TIMED RELAYS (WHEN USED)	9. COND OF STARTER CONTACTS				
	10. MFC CONTACTOR				
	11. LOW OIL TIMER - INDICATE TIME IN SECONDS.				
	12. DOOR TIMER - INDICATE TIME IN SECONDS.				
	13. FAILURE TIMER				
	14. ZONING HOMING				
	15. REVERSE PHASE RELAY				
	16.				
POWER UNIT	17. OIL LEVEL - CAR AT TOP				
	18. BELT TENSION				
	19.				
	20.				
MACHINE	21. DATE CHANGED GEAR OIL				
	22. BACK LASH - THRUST				
	23. GEAR CONDITION				
	24. GROOVE WEAR				
MISC.	25. SAFETY EDGE - LITE RAY				
	26. DOOR OPERATOR - BELTS				
	27. ROPE TENSION				
	28. SAFETY CIRCUITS				
	29. LEVELING ACCURACY				
	30.				

ELEVATOR COMPANY

LUBRICATION CHART FOR ELECTRIC TRACTION ELEVATORS

COMPONENT	SCHEDULE*	METHOD OF LUBRICATION	TYPE LUBRICANT
DOOR OPERATOR DRIVE ARM ROLLER	LIFETIME BEARINGS QUARTERLY	NOTE: MOTOR-SEALED BEARINGS. PIVOTS & BUSHINGS-OILLESS. LUBRICATION NOT REQUIRED. GREASE GUN IN M ROLLER ON DC 62 OIL ONLY	BALL & ROLLER BEARING GREASE 70313
CAR & HOISTWAY DOOR HANGERS, TRACKS & CLOSERS	MONTHLY	HANGER ROLLERS, LIFETIME SEALED BEARINGS-PIVOTS, BUSHINGS-OIL CAN TRACKS-MANUAL OIL CAN SPARINGLY	BEARING OIL 70305
HOISTING MACHINE - GEARED	CHECK OIL LEVEL MONTHLY CHANGE ANNUALLY	GEAR CASE	WORM GEAR OIL 70300
HOISTING MACHINE - GEARLESS ††	ANNUALLY	CAPPED ADMISSION HOLES IN PEDESTALS	BALL & ROLLER BEARING GREASE 70313
HOIST MOTORS/M.G. SETS ††	SEALED & SHIELDED BEARINGS	PRESSURE GUN OR HAND PACKED	BALL & ROLLER BEARING GREASE 70313
2:1 IDLER & DEFLECTOR SHEAVES ††	ANNUAL	PRESSURE GUN	ROLLER BEARING GREASE 70313
GEARED BRAKES	MONTHLY	MANUAL - OIL CAN TO PIVOT PIN	BEARING OIL 70305
GEARLESS BRAKE ††	MONTHLY	MANUAL - OIL CAN	BEARING OIL 70305
PIVOTS	MONTHLY	PRESSURE GUN	BALL & ROLLER BEARING GREASE 70313
SELECTOR MACHINE GEAR BOX	QUARTERLY	GEAR CASE	WORM GEAR OIL 70300
SELECTOR DRIVE WORM	QUARTERLY	OPEN APPLICATION	LUBRICATE
TYPE P.143 GOVERNOR	QUARTERLY	PRESSURE GUN TO FITTINGS MANUAL TO GEAR TEETH	BALL & ROLLER BEARING GREASE 70313
TYPE 61206 GOVERNOR	QUARTERLY	MANUAL - OIL CAN TO CAPPED OIL HOLE	BEARING OIL 70305
TYPE 62126 GOVERNOR	QUARTERLY	MANUAL - OIL CANTO SHAFT	BEARING OIL 70305
TYPE 66700 GOVERNOR	QUARTERLY	PRESSURE GUN	B & R GREASE 70313
GOVERNOR TENSION SHEAVE	QUARTERLY	PRESSURE GUN	BALL & ROLLER BEARING GREASE 70313
**GUIDE RAILS-INSTANTANEOUS SAFETY WITH LUBRICATORS	MONTHLY	FILL OIL RESERVOIR MANUAL OIL CAN	GUIDE RAIL LUBRICANT 70307
ROLLER GUIDES	LIFETIME SEALED BEARINGS	NO LUBRICATION REQUIRED	
OIL BUFFERS	CHECK QUARTERLY	FILL TO INDICATED LEVEL. IF REQUIRED	BUFFER OIL 70316
HOIST ROPES GOVERNOR & COMPENSATING ROPES	CHECK QUARTERLY	MANUAL - APPLY WITH BRUSH OR PAINT ROLLER SPARINGLY (AS REQUIRED)	WIRE ROPE LUBRICANT 75739

NOTES: * FOR FLEX CLAMP SAFETY USE
 † SUGGESTED INTERVAL UNDER NORMAL CONDITIONS— UNDER SEVERE CONDITIONS IT MAY BE WISE TO SHORTEN.
 †† REFER TO MAINTENANCE HANDBOOK.
 ‡ THE FOLLOWING PROCEDURE IS SUGGESTED—LOOSEN CLAMP SCREW, REMOVE PIN, LUBRICATE, REPLACE, TIGHTEN SCREW. TO
 CHECK FOR NEED OF LUBRICATION, LOOSEN SCREW AND SEE IF PIN CAN BE ROTATED FREELY. IF NOT, REMOVE AND RELUBRICATE.
 §§ PILLOW BLOCK BEARINGS ARE LIFETIME LUBRICATED

SCHEDULE OF EQUIPMENT TO BE MAINTAINED

1. CITY HALL

1700 Convention Center Drive

D #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-4977	MONTGOMERY	Hydraulic /Passenger	4	4 F	1,500	100
D-4980	MONTGOMERY	Traction	4	4 F/1R	3,500	350

2. POLICE STATION

1100 Washington Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-6574	DOVER	Hydraulic /Passenger	4	4 F	2,500	125
D-6575	DOVER	Hydraulic /Passenger	4	4 F	2,500	125
D-6576	MOWERY	Hydraulic /Passenger	4	4 F	4,000	100

3. HISTORIC CITY HALL

1130 Washington Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-6661	DOVER	Traction	8	8 F	2,500	350
D-6660	DOVER	Traction	8	8 F	2,500	350

4. 17TH STREET PARKING GARAGE

1701 Meridian Court

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-5083	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-5084	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-4989	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-4990	DOVER	Hydraulic /Passenger	5	5 F	2,500	200
D-4991	DOVER	Hydraulic /Passenger	5	5 F	2,500	200

Schedule of the Equipment to be Maintained

5. 42ND STREET PARKING GARAGE
42nd Street and Sheridan Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-4403	DOVER	Traction	5	5 F	2,500	350
D-4404	DOVER	Traction	5	5 F	2,500	350

6. 13TH STREET PARKING GARAGE
1301 Collins Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-7407	MODERN	Hydraulic /Passenger	5	5 F	2,500	100
D-7408	MODERN	Hydraulic /Passenger	4	4 F	2,500	100

7. SOUTH SHORE COMMUNITY CENTER
833 6th Street

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-5173	ESS	Hydraulic /Passenger	2	2 F	3,500	100

8. SCOTT RAKOW YOUTH CENTER
2700 Sheridan Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-5163	DOVER	Hydraulic /Passenger	2	2 F	1,500	100

9. BASS MUSEUM
2121 Park Avenue

ID #	Make	Type	Landings	Front/ Rear	Capacity lbs.	Speed FPM
D-3369	DOVER	Hydraulic /Passenger	2	2 F/2R	2,500	125

THIS PAGE LEFT BLANK INTENTIONALLY

CITYWIDE MAINTENANCE OF ELEVATORS

BID # 55-02/03

Bid Proposal Page 1 of 3

COMPANY NAME: KONE INC.

GROUP I. ELEVATORS TO BE MAINTAINED

We propose to furnish all labor, materials, tools, and equipment necessary to provide maintenance of elevators for the City of Miami Beach in accordance with these specifications.

ITEM / DESCRIPTION

MONTHLY RATES

1. CITY HALL	
(1) Hydraulic (1) Traction Passenger Elevators	\$ <u>270.00</u> /Month
2. POLICE STATION	
(3) Hydraulic Passenger Elevators	\$ <u>240.00</u> /Month
3. HISTORIC CITY HALL (2) Elevators	
(2) Traction Passenger Elevators	\$ <u>490.00</u> /Month
4. 17TH STREET PARKING GARAGE	
(5) Hydraulic Passenger Elevators	\$ <u>425.00</u> /Month
5. 42ND ST PARKING GARAGE	
(2) Traction Passenger Elevators	\$ <u>430.00</u> /Month
6. 13TH STREET PARKING	
(2) Hydraulic Passenger Elevators	\$ <u>170.00</u> /Month
7. SOUTH SHORE COMMUNITY CENTER	
(1) Hydraulic Passenger Elevator	\$ <u>90.00</u> /Month
8. SCOTT RAKOW YOUTH CENTER	
(1) Hydraulic Passenger Elevator	\$ <u>85.00</u> /Month
9. BASS MUSEUM	
(1) Hydraulic Passenger Elevator	\$ <u>85.00</u> /Month

CITYWIDE MAINTENANCE OF ELEVATORS

BID # 55-02/03

Bid Proposal Page 2 of 3

COMPANY NAME: KONE INC.

GROUP II. REPAIRS NOT COVERED UNDER MAINTENANCE AGREEMENT

At the City's sole discretion, additional services other than those specified in this solicitation, may be requested and will only be authorized by the contract administrator or his designee.

HOURLY LABOR RATES (Section 2.16)

Should additional work be required, not identified in the Bid Specifications, we propose to provide the work at the following rates.

HOURLY LABOR RATE I: \$102.00 /Hour
(Straight time non-specified repairs)

HOURLY LABOR RATE II: \$175.00 /Hour
(Overtime non-specified repairs)

PARTS AND SUPPLIES (Section 2.14)

Should parts and supplies be required in connection with work not specified in the bid documents, we propose to furnish at the following rate:

PROVIDE PARTS AND SUPPLIES AT VENDOR'S: COST

CITYWIDE MAINTENANCE OF ELEVATORS
BID # 55-02/03

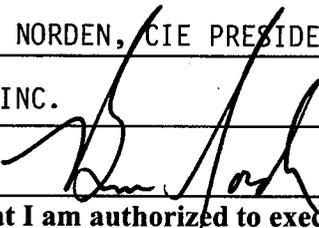
Page 3 of 3

PAYMENT TERMS: NET 30. If other, specify here N/A

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE
CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: BRUCE NORDEN, CIE PRESIDENT SERVICE SALES

COMPANY NAME: KONE INC.

SIGNED: 

(I certify that I am authorized to execute this proposal and
commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Addendum No. 1: 07/31/03
Insert Date

Addendum No. 2: 08/12/03
Insert Date

Addendum No. 3: N/A
Insert Date

Addendum No. 4: N/A
Insert Date

NAME/TITLE(Print): BRUCE NORDEN, VICE PRESIDENT SERVICE SALES

ADDRESS: ONE KONE COURT

CITY/STATE: MOLINE, IL ZIP: 61265

TELEPHONE NO: (309) 764-6771

FACSIMILE NO: (309) 764-5658

**CITYWIDE MAINTENANCE OF ELEVATORS
 BID # 55-02/03**

BID CHECK LIST

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

X	Original and one copy of bid (including all submittal information) General Conditions Section 1.1 Special Conditions Section 2.25
X	Execution of Bid General Conditions Section 1.2
X	Equivalents/Equal Product General Conditions Section 1.10 Special Conditions Section 2.27
X	Insurance and Indemnification (including Insurance Checklist) General Conditions Section 1.67
N/A	Bid Guaranty/Performance Bond General Conditions Section 1.34
X	Warranty Special Conditions Section 2.17
X	Product/Catalog Information Special Conditions Section 2.18
X	References Special Conditions Section 2.19 / Page 39
X	Bidder Qualifications Special Conditions Section 2.22
X	Exceptions to Specifications Special Conditions Section 2.24
X	Contractor's Questionnaire (Page 41)

**CITYWIDE MAINTENANCE OF ELEVATORS
BID # 55-02/03**

CUSTOMER REFERENCE LISTING

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of eight (8) firms or government organizations for which the Contractor is currently furnishing or has furnished, similar services. (See "Minimum Requirements, page 2)

- 1) Company Name LE JEUNE CENTER (MAINTENANCE)
 Address 780 NW 42nd AVENUE, MIAMI, FL 33126
 Contact Person/Contract Amount MR. JOSE CONCEPCION/\$73,742
 Telephone No. (305) 446-4005 Fax No. (305) 461-0075
- 2) Company Name MIAMI INTERNATIONAL AIRPORT (MAINTENANCE)
 Address PO BOX 592075, MIAMI, FL 33159
 Contact Person/Contract Amount MR. CARL MARIO/\$850,452
 Telephone No. (305) 876-7477 Fax No. (305) 876-0347
- 3) Company Name COLUMBUS CENTER (MAINTENANCE)
 Address ONE ALHAMBRA PLAZA, CORAL GABLES, FL 33134
 Contact Person/Contract Amount MR. BILL KENDALL/\$73,728
 Telephone No. (305) 443-2956 Fax No. (305) 444-2252
- 4) Company Name JACKSON MEMORIAL HOSPITAL (MAINTENANCE)
 Address 1611 NW 12 AVENUE, MIAMI, FL 33136
 Contact Person/Contract Amount MR. DON STOCKWELL/\$51,012
 Telephone No. (305) 585-6119 Fax No. (305) 585-0137

**CITYWIDE MAINTENANCE OF ELEVATORS
BID # 55-02/03**

CUSTOMER REFERENCE LISTING (Contd.)

- 5) Company Name MIAMI HERALD (MAINTENANCE)
Address ONE HERALD PLAZA, MIAMI, FL 33132
Contact Person/Contract Amount MR. CHUCK DOUGHERTY/\$95,688
Telephone No. (305) 376-2646 Fax No. (305) 995-8036
- 6) Company Name ELDORADO TOWERS CONDOMINIUM (MODERNIZATION)
Address 3675 N COUNTRY CLUB DR., AVENTURA, FL 33180
Contact Person/Contract Amount MR. WILLIAM SCHOB/\$600,796
Telephone No. (305) 931-8428 Fax No. (305) 931-4807
- 7) Company Name THE OLYMPUS CONDOMINIUM (MODERNIZATION)
Address 500 THREE ISLANDS BLVD., HALLANDALE, FL 33009
Contact Person/Contract Amount MS. LOURDES RODRIGUEZ/\$549,146
Telephone No. (954) 456-8886 Fax No. (954) 455-1310
- 8) Company Name CORONADO CONDOMINIUM (MODERNIZATION)
Address 20301 W COUNTRY CLUB DR., AVENTURA, FL 33180
Contact Person/Contract Amount MR. MANNY GROSSMAN/\$420,156
Telephone No. (305) 931-5900 Fax No. (305) 931-5902

CONTRACTOR'S QUESTIONNAIRE

NOTE: Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:
By KONE INC.

Principal Office 3901 COMMERCE PARKWAY, MIRAMAR, FL 33025

How many years has your organization been in business as a General Contractor under your present business name? 111 years

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? Yes

State of Florida occupational license - state type and number: See Attached

Dade County certificate of competency - state type and number: See Attached

City of Miami Beach occupational license - state type and number: N/A

Include copies of above licenses and certificates with proposal.

How many years experience in similar work has your organization had?

(A) As a General Contractor 111 years

(B) As a Sub-Contractor N/A

(C) What contracts has your organization completed?

Contract Amt Class of Work When Completed Name/Address of Owner

SEE CUSTOMER REFERENCE LISTING ATTACHED

Have you ever had a contract terminated (as prime contractor or sub-contractor, under existing company name or another company name) due to failure to comply with contractual specifications? No

If so, where and why? N/A

Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?
No

If so, state name of individual, name of owner, and reason thereof N/A

In what other lines of business are you financially interested or engaged? N/A

Give references as to experience, ability, and financial standing
SEE CUSTOMER REFERENCE LISTING AND ANNUAL REPORT 2001 ATTACHED

What equipment do you own that is available for the proposed work and where located?
N/A

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?
N/A

Please list the names and addresses of the subcontractors to be used for the portions of the work listed below.

N/A

Vendor Campaign Contribution(s):

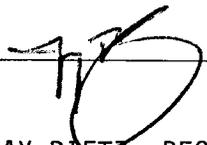
a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

N/A

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have X have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

N/A

I HEREBY CERTIFY that the above answers are true and correct.



(SEAL)

JAY DIETZ, REGIONAL DIRECTOR - SEB

(SEAL)

JEB BUSH
Governor



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS
BUREAU OF ELEVATOR SAFETY
1940 NORTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-1013

ELEVATOR COMPANY REGISTRATION

KONE, INC.
One KONE Court
Moline, IL 61265

REGISTRATION NUMBER: 33, 34, 35, 36, 75, 79 and 80

The elevator company indicated above has met the registration requirements for elevator companies in the State of Florida, pursuant to Section 399.02(5)(d), Florida Statutes.

Each elevator company must register and have on file with the division a Certificate of Comprehensive General Liability insurance evidencing coverage limits in the minimum amounts of \$100,000 per person and \$300,000 per occurrence and the name of at least one employee who holds a current Certificate of Competency issued pursuant to s. 399.045. Elevator company means any person that constructs, installs, inspects, maintains, or repairs any elevator.

This registration includes any and all sub-offices of the above named elevator company.

OCCUPATIONAL LICENSE

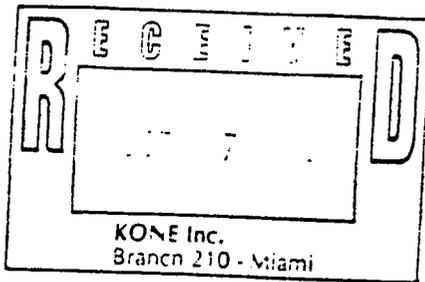


LICENSE NO: 8709207

**** RESTRICTIONS ****

MAIL & PHONE ONLY
NO EMPLOYEES AT HOME
NO WORK ON PREMISES
NO CLIENTS AT HOME
NO DELIVERIES TO HOME
HOME USED FOR OFFICE ONLY

KONE ELEVATORS ESCALATOR
3901 COMMERCE PKWY
MIRAMAR
FL
33025



BEGINNING 10/01/2002
ENDING ON 09/30/2003

Name & Location of Licensee

KONE ELEVATORS ESCALATOR
3901 COMMERCE PKWY
MIRAMAR FL 33025

CONTACT PERSON:
JAY DIETZ

PHONE:
(954) 437-4300

DESCRIPTION:

CONTRACTORS-SUB BUILDING
MAINTENANCE COMPANY
FIRE INSPECT.<5000 SQ.FT.
FIRE INSPECT-EA ADD'L 1000SQFT
SPRINKLER SYSTEM

ISSUED DATE: 10/04/2002

Miami Branch Office
Service Sales



Elevators Escalators

KONE Inc.
3901 Commerce Parkway
Miramar, FL 33025
Tel (954) 437-4300
Fax (954) 437-4322
www.kone.com

MIAMI BRANCH OFFICE FACTS

MIAMI BRANCH ESTABLISHED IN 1964 -

- Montgomery units were first installed in the South Florida area in 1937.

FULLY STAFFED OFFICE OF OVER 130 EXPERIENCED EMPLOYEES -

- Ready to administer all phases of installation, modernization, servicing and repair on all types of vertical transportation equipment.

ONE OF THE LARGEST SERVICE ORGANIZATIONS IN THE SOUTH FLORIDA AREA -

- 16,000 square foot Office made up of 8,000 sq. ft. office space and 8,000 sq. ft. warehouse and training lab.
- Presently servicing nearly 2200 units of vertical transportation equipment
- Broad experience in servicing all makes of equipment
- Over 45 factory trained service technicians
- Complete local stock of computer inventoried replacement parts and replenish by our corporate Spare Parts Inventory Network (SPIN)
- Access to a well equipped machine shop with 24 hour service

Miami Branch Office
Service Sales



Elevators Escalators

KONE Inc.
3901 Commerce Parkway
Miramar, FL 33025
Tel (954) 437-4300
Fax (954) 437-4322
www.kone.com

MIAMI BRANCH RELATED PERSONELL

BRANCH MANAGER –

- Jay Dietz, SEB Regional Director

SERVICE DEPARTMENT –

- Mike Venuto, Service Manager
- Scott Tobin, Service Superintendent

SERVICE SALES DEPARTMENT –

- Nick Vonya, Service Sales Manager
- Oscar Gomez, Account Representative

MODERNIZATION DEPARTMENT –

- Dan Scaravelli, Modernization Sales Manager
- Mike Gandy, Modernization Superintendent

ADMINISTRATIVE DEPARTMENT –

- Latrabia Harden, Office Coordinator



Elevators Escalators

TRADE EXPERIENCE - MIAMI BRANCH

NAME	POSITION	YEARS IN THE TRADE
John Walsh	Foreman	31
Bob Bierwirth	Adjuster	28
Tom Garneau	Adjuster	23
David Johnson	Adjuster	32
Bruce Blakey	Adjuster	18
David Walker	Adjuster	8
Chris Allen	Mechanic	29
Jim Maloney	Mechanic	24
Charlie Orlando	Mechanic	24
Mark Beaudoin	Mechanic	24
Craig Kirner	Mechanic	22
Charlie Reeder	Repair	21
Doni Bauman	Mechanic	21
Ricky Black	Mechanic	21
Bernie West	Mechanic	19
Jim Quigley	Mechanic	19
Grady Pillips	Mechanic	18
John Auld	Repair	15
Greg Williams	Mechanic	14
Gerald Descalzo	Mechanic	14
Brian Pinder	Mechanic	12
Mark Escuage	Mechanic	11
Dave Widlan	Mechanic	11
Fernando Alvarez	Mechanic	10
John Sinus	Mechanic	10
David Roosa	Mechanic	10
Bill Guinta	Repair	7
Jason Puliam	Mechanic	6
Steve Provence	Mechanic	30
Abel Arabitg	Mechanic	6
Russell Jones	Mechanic	30
John Scott	Mechanic	15
Ben Weberman	Mechanic	7
Lazaro Gonzalez	Repair Helper	7
Richard Hyde	Repair Helper	2
Bailey Kirkwood	Repair Helper	1

Total Number of Service Vehicles – Thirty (30), which includes Service Mechanics, Adjusters and Repair Teams.

Miami Branch Office
Service Sales



Elevators Escalators

KONE Inc.
3901 Commerce Parkway
Miramar, FL 33025
Tel (954) 437-4300
Fax (954) 437-4322
www.kone.com

KONE BUILDING FACILITIES

(SQUARE FOOTAGE)

ESCALATOR MANUFACTURING	175,328
MCKINNEY MANUFACTURING	141,425
MENA MANUFACTURING	<u>38,950</u>
TOAL MANUFACTURING	355,703
ESCALATOR OFFICES	17,610
MCKINNEY OFFICES	29,700
CORPORATE OFFICES	85,596
SERVICE BUSINESS CENTER OFFICES	13,000
OLD MAC BUILDING BALANCE	<u>21,248</u>
TOTAL SQUARE FEET	522,857
MIAMI BRANCH OFFICE	16,000

Miami Branch Office
Service Sales



Elevators Escalators

KONE Inc.
3901 Commerce Parkway
Miramar, FL 33025
Tel (954) 437-4300
Fax (954) 437-4322
www.kone.com

COMPLETE MAINTENANCE REFERENCE LIST

1. PROJECT: BURDINES (VARIOUS LOCATIONS)
57 HYDRAULICS, 8 TRACTION, 66 ESCALATORS
CONTACT: PAUL FREAS
ADDRESS: 22 EAST FLAGLER ST
MIAMI, FL 33131
PHONE: 305-577-2072

2. PROJECT: MIAMI INTERNATIONAL AIRPORT
73 HYDRAULICS, 13 TRACTION, 76 POWER WALKS, 91 ESCALATORS
CONTACT: CARL MARIO
ADDRESS: P.O. BOX 592075
MIAMI, FL
PHONE: 305-876-7477

3. PROJECT: COLUMBUS CENTER
10 TRACTION ELEVATORS
CONTACT: BILL KENDALL
ADDRESS: ONE ALHAMBRA PLAZA
CORAL GABLES, FL 33134
PHONE: 305-443-2956

4. PROJECT: JACKSON MEMORIAL HOSPITAL
12 TRACTION ELEVATORS
CONTACT: RICK BLOOM
ADDRESS: 1611 NW 12 AVE
MIAMI, FL 33135
PHONE: 305-585-6119

Miami Branch Office
Service Sales



Elevators Escalators

KONE Inc.
3901 Commerce Parkway
Miramar, FL 33025
Tel (954) 437-4300
Fax (954) 437-4322
www.kone.com

MIAMI BRANCH SERVICE ORGANIZATION

The Miami Branch of KONE Inc. has one of the largest service organizations in the South Florida area. We maintain over 2200 units, employing 45 route mechanics, 3 full time service adjusters and 4 full time repair crews. All of our service people work closely with a staff of highly qualified supervisor personnel.

All of our mechanics have received extensive training in the maintenance of sophisticated microprocessor elevator equipment. Our mechanics receive regularly scheduled technical training in our regional training office and our Miami Office. Each mechanic is equipped with specialized diagnostic tools to quickly pinpoint inconsistencies in elevator performance.

Our route mechanics perform regularly scheduled examinations of each elevator and escalator on their route. They carry two way radios, so that in the event of a shut down they can be reached immediately and dispatched to the location. We have a 24 hour telephone answering service that dispatches our servicemen at any time of the day or night, seven days per week. This is what enables KONE Inc. to offer the finest elevator service in the industry on all makes of equipment. All jobs are stocked with parts which typically require periodic replacement. All other components which are susceptible to replacement are inventoried in our branch office or centralized Parts Distribution Center.

ORDINANCE NO. 2002-3378

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION", BY AMENDING ARTICLE VII THEREOF, ENTITLED "STANDARDS OF CONDUCT", BY AMENDING DIVISION 4, ENTITLED "PROCUREMENT", BY AMENDING SECTION 2-486, ENTITLED "CONE OF SILENCE"; SAID AMENDMENT, IN PART, EXTENDING THE PROHIBITIONS ON ORAL COMMUNICATIONS ON ALL REQUEST FOR PROPOSALS (RFP'S); REQUEST FOR QUALIFICATIONS (RFQ'S), AND INVITATION FOR BIDS (BIDS), BETWEEN THE MAYOR AND CITY COMMISSIONERS AND THEIR RESPECTIVE STAFF AND ANY POTENTIAL VENDOR, SERVICE PROVIDER, BIDDER, LOBBYIST, OR CONSULTANT; PROVIDING FOR ADDITIONAL EXCEPTIONS RELATIVE TO ORAL COMMUNICATIONS; PROVIDING FURTHER FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on January 29, 2002, the Miami-Dade County Commission approved Ordinance No. 02-3, amending Section 2-11.1(t) of the Miami-Dade County Code, the County's Cone of Silence Ordinance, with an effective date of February 8, 2002; and

WHEREAS, Miami-Dade County's approved amendments extended the prohibition on oral communications regarding a particular RFP, RFQ, and bid for the solicitation of goods and services to those between a potential vendor, service provider, bidder, lobbyist or consultant, and the Mayor, County Commissioners and their respective staffs; and

WHEREAS, Miami-Dade County's approved amendments added additional exemptions to the prohibition on oral communications regarding a particular RFP, RFQ, or bid for the solicitation of goods and services between any person and the procurement director or his/her designated staff responsible for administering the procurement process for such RFP, RFQ or bid, and between a member of the respective selection committee, provided the communication be limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

WHEREAS, Miami-Dade County's approved amendments added additional exemptions to the prohibition on oral communications between the County Manager and the chairperson of a selection committee about a particular selection committee recommendation, only after the committee has submitted a recommendation to the Manager and provided that, should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Manager with the Clerk of the County and be included in any recommendation memorandum submitted by the Manager to the County Commission;

WHEREAS, Miami-Dade County's approved amendments added additional exemptions to the prohibition on oral communications pertaining to emergency procurements.

WHEREAS, said Miami-Dade County amendments are applicable to the Mayor and City Commissioners of the City of Miami Beach, the City Manager, and their respective staffs; and in order to extend said amendments and their applicability to potential vendors,

service providers, bidders, lobbyists, and consultants doing business in the City of Miami Beach, the Administration and the City Attorney's Office herein recommends that the Mayor and City Commission amend the City's Cone of Silence Ordinance accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1. Section 2-426, of Division 4 of Article VII of Chapter 2 of the Miami Beach City Code is hereby amended to read as follows:

Article VII. Standards of Conduct

DIVISION 4. PROCUREMENT

Sec. 2-486. Cone of silence.

- (a) Contracts for the provision of goods, services, and construction projects, ~~other than audit contracts.~~
- (1) Definition. "Cone of silence" is hereby defined to mean a prohibition on:
- (a) any communication regarding a particular request for proposal ("RFP"), request for qualifications ("RFQ"), ~~request for letters of interest ("RFLI"),~~ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (b) any communication regarding a particular RFP, RFQ, ~~RFLI,~~ or bid between the mayor, city commissioners, or their respective staffs, and any member of the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (c) any communication regarding a particular RFP, RFQ, ~~RFLI,~~ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of a city evaluation and/or selection committee therefor; and
 - (d) any communication regarding a particular RFP, RFQ, ~~RFLI,~~ or bid between the mayor, city commissioners, or their respective staffs, and any a member of a city evaluation and/or selection committee therefor;
 - (e) any communication regarding a particular RFP, RFQ, or bid between the mayor, city commissioners, or their respective staffs and a potential vendor, service provider, bidder, lobbyist, or consultant. Notwithstanding the foregoing, the cone of silence shall not apply to competitive processes for the award of CDBG, HOME, SHIP and Surtax Funds administered by the city office of community development, and communications with the city attorney and his or her staff.

(2) Procedure.

a. A The cone of silence shall be imposed upon each RFP, RFQ, RFLI, and or bid after the advertisement of said RFP, RFQ, RFLI, or bid. At the time of imposition of the cone of silence, the city manager or his or her designee shall provide for public notice of the cone of silence. The city manager shall include in any public solicitation for goods and services a statement disclosing the requirements of this division.

b. The cone of silence shall terminate:

~~a) (i)~~ at the time the city manager makes his or her written recommendation as to selection of a particular RFP, RFQ, RFLI, or bid to the city commission, and said RFP, RFQ, RFLI, or bid is awarded; provided, however, that following the Manager making his or her written recommendation, the cone of silence shall be lifted as relates to communications between the Mayor and Members of the Commission and the City Manager; providing further if the city commission refers the manager's recommendation back to the city manager ~~or staff~~ for further review, the cone of silence shall continue until such time as the manager makes a subsequent written recommendation, and the particular RFP, RFQ, RFLI, or bid is awarded;

~~or b) (ii)~~ in the event of contracts for less than \$25,000, when the city manager executes the contract.

(3) Exceptions. The provisions of this ordinance cone of silence shall not apply to:

(a) competitive processes for the award of CDBG, HOME, SHIP and Surtax Funds administered by the city office of community development; and

(b) communications with the city attorney and his or her staff.

~~(a)~~ (c) oral communications at pre-bid conferences;

~~(b)~~ (d) oral presentations before evaluation and/or selection committees;

~~(a)~~ ~~(e)~~ contract discussions during any duly noticed public meeting;

~~(d)~~ ~~(f)~~ public presentations made to the city commissioners during any duly noticed public meeting;

~~(e)~~ (g) contract negotiations with city staff following the award of an RFP, RFQ, RFLI, or bid by the city commission;

~~(f)~~ (h) communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable RFP, RFQ, RFLI, or bid documents; ~~or~~

~~(g)-(l)~~ city commission meeting agenda review meetings between the city manager and the mayor and individual city commissioners where such matters are scheduled for consideration at the next G-commission meeting.

~~(h)-(i)~~ communications regarding a particular RFP, RFQ or bid between the procurement director, or his/her administrative staff responsible for administering the procurement process for such RFP, RFQ or bid and a member of the evaluation/selection committee therefor, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

~~(k)~~ duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes his or her written recommendation;

~~(l)~~ any emergency procurement of goods or services;

~~(m)~~ communications regarding a particular RFP, RFQ, or bid between any person, and the procurement director, or his/her administrative staff responsible for administering the procurement process for such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

~~(n)~~ The bidder, proposer, vendor, service provider, lobbyist, or consultant shall file a copy of any written communications with the city clerk. The city clerk shall make copies available to any person upon request.

~~(b)~~ **Audit contracts.**

~~(1)~~ "Cone of silence" is hereby defined to mean a prohibition on: (a) any communications regarding a particular RFP, RFQ, RFLI, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the mayor, city commissioners or their respective staffs, and any member of the city's administrative staff including, but not limited to the city manager and his or her staff, and (b) any oral communication regarding a particular RFP, RFQ, RFLI, or bid between the mayor, city commissioners or their respective staffs and any member of the city's administrative staff including, but not limited to, the city manager and his or her staff; and (c) any communication regarding a particular RFP, RFQ, RFLI, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of a city evaluation and/or selection committee; and (d) any communication regarding a particular RFP, RFQ or bid between the Mayor, City Commissioners or their respective staffs and any member of a city evaluation and/or selection committee. Notwithstanding the foregoing, the cone of silence shall not apply to communications with the city attorney and his or her staff.

~~(2)~~ Except as provided in subsections (b)(3) and (b)(4) hereof, a cone of silence shall be imposed upon each RFP, RFQ, RFLI, or bid for audit services after the advertisement of said RFP, RFQ, RFLI, or bid. At the time of the imposition of the cone of silence, the city manager or his or her designee

~~shall provide for the public notice of the cone of silence. The cone of silence shall terminate a) at the time the city manager makes his or her written recommendation as to selection of a particular RFP, RFQ, RFLI, or bid to the city commission, and said RFP, RFQ, RFLI, or bid is awarded; provided, however, that following the Manager making his or her written recommendation, the cone of silence shall be lifted as relates to communications between the Mayor and Members of the Commission and the City Manager, providing further if the city commission refers the manager's recommendation back to the city manager or staff for further review, the cone of silence shall continue until such time as the manager makes a subsequent written recommendation, and the particular RFP, RFQ, RFLI, or bid is awarded or b) in the event of contracts for less than \$25,000 when the city manager executes the contract.~~

~~(3) Nothing contained herein shall prohibit any bidder, proposer, vendor, service provider, lobbyist, or consultant (i) from making public presentations at duly noticed pre-bid conferences or before duly noticed evaluation committee meetings; (ii) from engaging in contract discussions during any duly noticed public meeting; (iii) from engaging in contract negotiations with city staff following the award of an RFP, RFQ, RFLI, or bid for audit by the city commission; or (iv) from communicating in writing with any city employee or official for purposes of seeking clarification or additional information from the city or responding to the city's request for clarification or additional information, subject to the provisions of the applicable RFP, RFQ, RFLI, or bid documents. The bidder or proposer etc. shall file a copy of any written communication with the city clerk. The city clerk shall make copies available to the general public upon request.~~

~~(4) Nothing contained herein shall prohibit any lobbyist, bidder, proposer, vendor, service provider, consultant, or other person or entity from publicly addressing the city commissioners during any duly noticed public meeting regarding action on any audit contract. The city manager shall include in any public solicitation for auditing services a statement disclosing the requirements of this division.~~

~~(e)(b) Violations/penalties and procedures. A violation of this section by a particular bidder, proposer, vendor, service provider, lobbyist, or consultant shall subject said bidder, or proposer, vendor, service provider, lobbyist, or consultant to the same procedures set forth in Division 5, entitled "Debarment of Contractors" from City Work; shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder, proposer, vendor, service provider, bidder, lobbyist, or consultant voidable; and said bidder, proposer, vendor, service provider, lobbyist, or consultant shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year. Any person who violates a provision of this division shall be prohibited from serving on a city evaluation and/or selection committee. In addition to any other penalty provided by law, violation of any provision of this division by a city employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this division shall report such violation to the city attorney's office or state attorney's office, and/or may file a complaint with the county ethics commission.~~

I

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

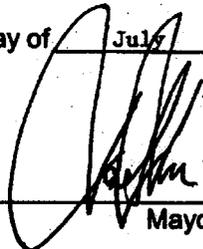
SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity or constitutionality of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the 10th day of August, 2002, which is 10 days after adoption.

PASSED and ADOPTED this 31st day of July, 2002.



Mayor

ATTEST:

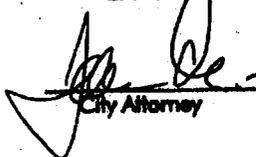


City Clerk

Letters or numbers that are stricken through are deletions from existing ordinance.
Letters or numbers that are underlined are additions to existing ordinance.

F:\ATTO\OLIJRES-ORD\CONEOFSILENCE.FNL.DOC

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney 8-2002
Date

OFFICE OF THE CITY ATTORNEY

City of Miami Beach
F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-747
Telecopy: (305) 673-700

COMMISSION MEMORANDUM

DATE: JULY 31, 2002

TO: MAYOR DAVID DERMER
MEMBERS OF THE CITY COMMISSION

FROM: MURRAY DUBBIN
CITY ATTORNEY

SECOND READING
PUBLIC HEARING

JORGE M. GONZALEZ
CITY MANAGER

SUBJECT: AMENDMENT TO CITY'S "CONE OF SILENCE" ORDINANCE

On January 29, 2002, the Miami-Dade County Commission approved an amendment to the County's "Cone of Silence" Ordinance, with an effective date of February 8, 2002. The approved amendments to the County's Ordinance, which the City Manager and the City Attorney's Office herein recommend be incorporated as an amendment to the City's own "Cone of Silence" Ordinance, are as follows:

- (1) Extending the prohibition on oral communications regarding a particular RFP, RFQ, and bid for the solicitation of goods and services to those between a potential vendor, service provider, bidder, lobbyist or consultant, and the Mayor, Commissioners, and their respective staffs;
- (2) Extending the prohibition on oral communications regarding a particular RFP, RFQ, or bid between any administrative staff member, and any member of an evaluation and/or selection committee therefor;
- (3) Notwithstanding the prohibition in subsection (2) above, providing an exemption allowing the Manager and the chairperson of the evaluation and/or selection committee to communicate upon a particular evaluation and/or selection committee

1700 Convention Center Drive -- Fourth Floor -- Miami Beach

Agenda Item ASC
Date 7-31-02

recommendation, but only after the committee has submitted an award recommendation to the Manager and, provided should a change occur in the committee's recommendation, the content of the communication and of the correspondence change shall be described in writing and filed by the Manager with the City Clerk, and be included in any recommendation memorandum submitted by the Manager to the Commission;

- (4) Creating an exemption allowing communications regarding a particular RFP, RFQ, or bid between the Procurement Director (or his/her administrative staff responsible for administering the particular RFP, RFQ, or bid process) and a member of the evaluation/selection committee therefor, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding bid document;
- (5) Creating an exemption for duly noticed site visits to determine the competency of bidders regarding a particular bid, during the time period between the opening of the bids and the time the Manager makes his/her written recommendation to the Commission;
- (6) Creating an exemption for emergency procurement of goods or services; and
- (7) Creating an exemption to allow for communications regarding a particular RFP, RFQ, or bid between any person and the Procurement Director (or his or her administrative staff responsible for administering the bid process), provided the communication is limited to matters of process or procedure already contained in the bid documents.

The Miami-Dade County Commission on Ethics has consistently taken the position that the County's Ethics legislation, as codified in Section 2 of the Miami-Dade County Code, applies to municipal officers and employees, whether or not they chose to adopt corresponding legislation or not. However, one of the reasons that the City of Miami Beach adopted its own cone of silence legislation was not only to make it stricter in places where the County's ordinance is more lenient (which is legally permissible), but also, assuming the County ethics legislation only applies to municipal officers and employees, the enactment of the City's own cone of silence ordinance extended the prohibitions of the ordinance, and the sanctions therein, to potential vendors, service providers, bidders, lobbyists, and/or consultants doing business with the City of Miami Beach.

It is therefore recommended by the City Manager and City Attorney's Office's that the Mayor and City Commission herein adopt, on first reading, the attached amendments to the City's Cone of Silence Ordinance; said amendments mirroring the amendments already approved by the Miami-Dade County Commission (in its Cone of Silence Ordinance).

RIAW
PAATTOAGURRESOSMEMOSCONESLNC.2RD

DIVISION 3. LOBBYISTS

Sec. 2-481. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advisory personnel means the members of those city boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the City commissioners.

Autonomous personnel includes but is not limited to the members of the housing authority, personnel board, pension boards, and such other autonomous or semi-autonomous authorities, boards and agencies as are entrusted with the day-to-day policy setting, operation and management of certain defined functions or areas of responsibility.

Commissioners means the mayor and members of the City commission.

Departmental personnel means the City manager, all assistant City managers, all department heads, the City attorney, chief deputy City attorney and all assistant City attorneys; however, all departmental personnel when acting in connection with administrative hearings shall not be included for purposes of this division.

Lobbyist means all persons employed or retained, whether paid or not, by a principal who seeks to encourage the passage, defeat or modification of any ordinance, resolution, action or decision of any commissioner; any action, decision, recommendation of any City board or committee; or any action, decision or recommendation of any personnel defined in any manner in this section, during the time period of the entire decision-making process on such action, decision or recommendation that foreseeably will be heard or reviewed by the City commission, or a City board or committee. The term specifically includes the principal as well as any agent, attorney, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, attorney, officer or employee.

Quasi-judicial personnel means the members of the planning board, the board of adjustment and such other boards and agencies of the City that perform such quasi-judicial functions. The nuisance abatement board, special master hearings and administrative hearings shall not be included for purposes of this division.

(Ord. No. 92-2777, §§ 1, 2, 3-4-92; Ord. No. 92-2785, §§ 1, 2, 6-17-92)

Cross reference(s)--Definitions generally, § 1-2.

Sec. 2-482. Registration.

- (a) All lobbyists shall, before engaging in any lobbying activities, register with the City clerk. Every person required to register shall register on forms prepared by the clerk, pay a registration fee as specified in appendix A and state under oath:

- (1) His name;
 - (2) His business address;
 - (3) The name and business address of each person or entity which has employed the registrant to lobby;
 - (4) The commissioner or personnel sought to be lobbied; and
 - (5) The specific issue on which he has been employed to lobby.
- (b) Any change to any information originally filed, or any additional City commissioner or personnel who are also sought to be lobbied shall require that the lobbyist file an amendment to the registration forms, although no additional fee shall be required for such amendment. The lobbyist has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.
 - (c) If the lobbyist represents a corporation, partnership or trust, the chief officer, partner or beneficiary shall also be identified. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent or more ownership interest in such corporation, partnership, or trust.
 - (d) Separate registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. The City clerk shall reject any registration statement not providing a description of the specific issue on which such lobbyist has been employed to lobby.
 - (e) Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.
 - (f) In addition to the registration fee required in subsection (a) of this section, registration of all lobbyists shall be required prior to October 1 of every even-numbered year; and the fee for biennial registration shall be as specified in appendix A.
 - (g) In addition to the matters addressed above, every registrant shall be required to state the extent of any business, financial, familial or professional relationship, or other relationship giving rise to an appearance of an impropriety, with any current City commissioner or personnel who is sought to be lobbied as identified on the lobbyist registration form filed.
 - (h) The registration fees required by subsections (a) and (f) of this section shall be deposited by the clerk into a separate account and shall be expended only to cover the costs incurred in administering the provisions of this division. There shall be no fee required for filing a notice of withdrawal, and the City manager shall waive the registration fee upon a finding of financial hardship, based upon a sworn statement of the applicant. Any person who only appears as a representative of a nonprofit corporation or entity (such as a charitable organization, a neighborhood or homeowner association, a local chamber of commerce or a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item, shall not be required to register with the clerk as required by this section. Copies of registration forms shall be furnished to each commissioner or other personnel named on the forms.

(Ord. No. 92-2777, § 3, 3-4-92; Ord. No. 92-2785, § 3, 6-17-92)

Sec. 2-483. Exceptions to registration.

- (a) Any public officer, employee or appointee or any person or entity in contractual privity with the City who only appears in his official capacity shall not be required to register as a lobbyist.
- (b) Any person who only appears in his individual capacity at a public hearing before the city commission, planning board, board of adjustment, or other board or committee and has no other communication with the personnel defined in section 2-481, for the purpose of self-representation without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item, shall not be required to register as a lobbyist, including but not limited to those who are members of homeowner or neighborhood associations. All speakers shall, however, sign up on forms available at the public hearing. Additionally, any person requested to appear before any city personnel, board or commission, or any person compelled to answer for or appealing a code violation, a nuisance abatement board hearing, a special master hearing or an administrative hearing shall not be required to register, nor shall any agent, attorney, officer or employee of such person.

(Ord. No. 92-2777, §§ 4, 5, 3-4-92; Ord. No. 92-2785, §§ 4, 5, 6-17-92)

Sec. 2-484. Sign-in logs.

In addition to the registration requirements addressed above, all city departments, including the offices of the mayor and city commission, the offices of the city manager, and the offices of the city attorney, shall maintain signed sign-in logs for all noncity employees or personnel for registration when they meet with any personnel as defined in section 2-481.

(Ord. No. 92-2785, § 6, 6-17-92)

Sec. 2-485. List of expenditures.

- (a) On October 1 of each year, lobbyists shall submit to the city clerk a signed statement under oath listing all lobbying expenditures in the city for the preceding calendar year. A statement shall be filed even if there have been no expenditures during the reporting period.
- (b) The city clerk shall publish logs on a quarterly and annual basis reflecting the lobbyist registrations filed. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the state legislature pursuant to F.S. § 11.0045.
- (c) All members of the city commission and all city personnel shall be diligent to ascertain whether persons required to register pursuant to this section have complied with the requirements of this division. Commissioners or city personnel may not knowingly permit themselves to be lobbied by a person who is not registered pursuant to this section to lobby the commissioner or the relevant committee, board or city personnel.
- (d) The city attorney shall investigate any persons engaged in lobbying activities who are reported to be in violation of this division. The city attorney shall report the results of the investigation to the city commission. Any alleged violator shall also receive the results of any investigation and shall have the opportunity to rebut the findings, if necessary, and submit any written material in defense to the city commission. The city commission may reprimand, censure, suspend or prohibit such person from lobbying before the commission or any committee, board or personnel of the city.

(Ord. No. 92-2777, § 6, 3-4-92; Ord. No. 92-2785, § 7, 6-17-92)

RESOLUTION NO. 2000-23879

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH REQUIRING THAT CONTRACTORS ADOPT A CODE OF BUSINESS ETHICS PRIOR TO ENTERING INTO A CONTRACT WITH THE CITY OF MIAMI BEACH

WHEREAS, the Greater Miami Chamber of Commerce ("GMCC") adopted a Model Code of Business Ethics (the "Model Code"); and

WHEREAS, the City of Miami Beach is a member of the GMCC; and

WHEREAS, the Model Code, attached hereto as Exhibit A, is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community; and

WHEREAS, the GMCC encourages its members to adopt the principles and practices outlined in the Model Code; and

WHEREAS, the Commission believes that each entity which does business with the City of Miami Beach should be required, as a condition of doing business with the County to adopt a Code of Business Ethics.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

Section 1. Each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the City Manager or his or her designee prior to execution of any contract between the contractor and the City. The Code of Business shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provisions of the City Code.

Section 2. The Commission urges the Greater Miami Chamber of Commerce to require that all of its members adopt the Model Code of Business Ethics.

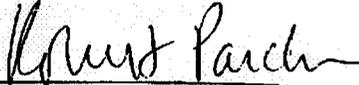
Section 3. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 12th day of April 2000

ATTEST:



MAYOR


CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

GREATER MIAMI CHAMBER OF COMMERCE MODEL CODE OF BUSINESS ETHICS

STATEMENT OF PURPOSE

The Greater Miami Chamber of Commerce ("GMCC") seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. The GMCC encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. The GMCC believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. The GMCC believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

Compliance with Government Rules & Regulations

- We will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection & Compensation of Vendors and Suppliers

- We will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts which compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such a kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We will promote and advertise our business and its products or services in a manner which is not misleading and does not falsely disparage our competitors;

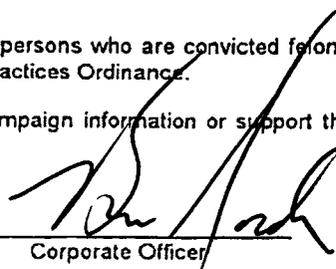
Doing Business with the Government

- We will conduct business with government agencies and employees in a manner which avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our bids will be competitive, appropriate to the bid documents and arrived at independently;
- Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful bidder;
- We will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We will not seek or expect preferential treatment on bids based on our participation in political campaigns.

Public Life and Political Campaigns

- We encourage all employees to participate in community life, public service and the political process;
- We encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues;
- Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We will not knowingly disseminate false campaign information or support those who do.

KONE INC.
Company Name


Corporate Officer

08-15-03
Date

ORDINANCE NO 2000-3234

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, ENTITLED "PROCUREMENT", BY CREATING DIVISION 5, ENTITLED "DEBARMENT", SECTIONS 2-397 THROUGH 2-406 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR DEBARMENT OF CONTRACTORS FROM CITY WORK; PROVIDING FOR SEVERABILITY; CODIFICATION; REPEALER; AND AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Miami Beach City Code, Chapter 2, entitled "Administration", Article VI, entitled "Procurement", is hereby amended by adding the following Division 5, entitled - "Debarment of Contractors from City Work" reading as follows:

Division 5. Debarment of contractors from City work.

Section 2-397. Purpose of debarment.

- (a) The City shall solicit offers from, award contracts to, and consent to subcontractors with responsible contractors only: To effectuate this police, the debarment of contractors from City work may be undertaken.
- (b) The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the City's protection. and not for purposes of punishment. Debarment shall be imposed in accordance with the procedures contained in this ordinance.

Section 2-398. Definitions.

- (a) Affiliates. Business concerns, organizations, lobbyists or other individuals are affiliates of each other if, directly or indirectly, (I) either one controls or has the power to control the other, or (ii) a third part controls or has the power to control both. Indicia of control include, but are not limited to, a fiduciary relation which results from the manifestation of consent by one individual to another that the other shall act on his behalf and subject to his control, and consent by the other so to act; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or a business entity organized by a debarred entity, individual, or affiliate following debarment of a contractor that has the same or similar management, ownership, or principal employees as the contractor that was debarred or suspended.

- (b) Civil judgment means a judgment or finding of a civil offense by any court of competent jurisdiction.
- (c) Contractor means any individual or other legal entity that:
 - (1) Directly or indirectly (e.g. through an affiliate). submits offers for is awarded,, or reasonably may be expected to submit offers or be awarded a City contract, including, but not limited to vendors, suppliers, providers, Bidders, Proposers, consultants, and/or design professionals, or
 - (2) Conducts business or reasonable man be expected to conduct business. with the City as an agent,, representative or subcontractor of another contractor.
- (d) Conviction means a judgement or conviction of a criminal offense. be it a felony or misdemeanor, by any court of competent jurisdiction. whether entered upon a verdict or a plea. and includes a conviction entered upon a plea of nolo contendere.
- (e) Debarment means action taken by the Debarment Committee to exclude a contractor (and. in limited instances specified in this ordinance. a Bidder or Proposer from City contracting and City approved subcontracting for a reasonable, specified period as provided in subsection (j) below: a contractor so excluded is debarred.
- (f) Debarment Committee means a group of seven (7) individual members, each appointed by the Mayor and individual City Commissioners, to evaluate and. if warranted. to impose debarment,
- (g) Preponderance Greater weight of the evidence means proof by information that, compared with that opposing it , leads to the conclusion that the fact at issue is more probably true than not.
- (h) Indictment means indictment for a criminal offense. An information or other filing by competent authority charging a criminal offense shall be given the same effect as an indictment.
- (I) Legal proceeding means any civil judicial proceeding to which the City is a party or any criminal proceeding. The term includes appeals from such proceedings.
- (j) List of debarred contractors means a list compiled, maintained and distributed by the City=s Procurement Office. containing the names of contractors debarred under the procedures of this ordinance.

Section 2-399. List of debarred contractors.

- (a) The City's Procurement Office. is the agency charged with the implementation of this ordinance shall:

- (1) Compile and maintain a current, consolidated list (List) of all contractors debarred by City departments, Such List shall be public record and shall be available for public inspection and dissemination;
 - (2) Periodically revise and distribute the List and issue supplements, if necessary, to all departments, to the Office of the City Manager and to the Mayor and City Commissioners; and
 - (3) Included in the List shall be the name and telephone number of the City official responsible for its maintenance and distribution.
- (b) The List shall indicate:
- (1) The names and addresses of all contractors debarred, in alphabetical order;
 - (2) The name of the department that recommends initiation of the debarment action;
 - (3) The cause for the debarment action, as is further described herein, or other statutory or regulatory authority;
 - (4) The effect of the debarment action;
 - (5) The termination date for each listing;
 - (6) The contractor's certificate of competence or license number, when applicable;
 - (7) The person through whom the contractor is qualified, when applicable;
 - (8) The name and telephone number of the point of contact in the department recommending the debarment action.
- (c) The City's Procurement Office shall:
- (1) In accordance with internal retention procedures maintain records relating to each debarment;
 - (2) Establish procedures to provide for the effective use of the List, including internal distribution thereof to ensure that departments do not solicit offers from, award contracts to, or consent to subcontracts with contractors on the List; and
 - (3) Respond to inquiries concerning listed, contractors and coordinate such responses with the department that recommended the action,

Section 2-400.Effect of debarment.

- (a) Debarred contractors are excluded from receiving contracts, and departments shall not solicit offers from award contracts to, or consent to subcontracts with these contractors unless the City Manager determines that an emergency exists justifying such action, and obtains approval from the Mayor and City Commission, which approval shall be given by 5/7ths vote of the City Commission at a regularly scheduled City Commission meeting. Debarred contractors are also excluded from conducting business with the City as agents, representatives, subcontractors or partners of other contractors.
- (b) Debarred contractors are excluded from acting as individual sureties.

Section 2-401. Continuation of current contracts.

- (a) Commencing on the effective date of this ordinance, all proposed City contracts, as well as Request for Proposals (RFP), Request for Qualifications (RFO), Requests for Letters of Interest (RFLI), or bids issued by the City, shall incorporate this ordinance and specify that debarment may constitute grounds for termination of the contract as well as disqualification from consideration on any RFP, RFO, RFLI, or bid.
- (b) The debarment shall take effect in accordance with the notice provided by the City Manager pursuant to subsection 2-405(h) below, except that if a City department has contracts or subcontracts in existence at the time the contractor was debarred, the debarment period may commence upon the conclusion of the contract, subject to approval of same by 5/7ths vote of the Mayor and City Commission at a regularly scheduled meeting.
- (c) City departments may not renew or otherwise extend the duration of current contract or consent to subcontracts with debarred contractors, unless the City Manager determines that an emergency exists justifying the renewal or extension or for an approved extension due to delay or time extension for reasons beyond the contractor's control and such action is approved by 5/7ths vote of the Mayor and City Commission at a regularly scheduled meeting.
- (d) No further work shall be awarded to a debarred contractor in connection with a continuing contract where the work is divided into separate discrete groups and the City's refusal or denial of further work under the contract will not result in a breach of such contract.

Section 2-402. Restrictions on subcontracting.

- (a) When a debarred contractor is proposed as a subcontractor for any subcontract subject to City approval, the department shall not consent to subcontracts with such contractors unless the City Manager determines that an emergency exists justifying such consent and the Mayor and City Commission approves such decision by 5/7ths vote at a regularly scheduled meeting.
- (b) The City shall not be responsible for any increases in project costs or other expenses incurred by a contractor as a result of rejection of proposed subcontractors pursuant to subsection 2-402(a) above, provided the subcontractor was debarred prior to bid opening or opening of proposals, where the contract was awarded by the City pursuant to an RFP, RFO, RFLI, or bid.

Section 2-403. Debarment.

- (a) The Debarment Committee may, in the public interest debar a contractor for any of the causes listed in this ordinance using the procedures outlined below. The existence of a cause for debarment however, does not necessarily require that the contractor be debarred; the seriousness of the contractor's acts or omissions and any mitigating factors should be considered in making any debarment decision.

- (b) Debarment constitutes debarment of all officers, directors, shareholders owning or controlling twenty-five (25) percent of the stock, partners, divisions or other organizational elements of the debarred contractor, unless the debarred decision is limited by its terms to specific divisions, organizational elements or commodities. The Debarment Committee's decision includes any existing affiliates of the contractor if they are (I) specifically named and (ii) given written notice of the proposed debarment and an opportunity to respond. Future affiliates of the contractor are subject to the Debarment Committee's decision.
- (c) A contractor's debarment shall be effective throughout City Government.

Section 2-404. Causes for debarment.

- (a) The Debarment Committee shall debar a contractor for a conviction or civil judgment,
 - (1) For commission of a fraud or a criminal offense in connection with obtaining attempting to obtain, performing, or making a claim upon a public contract or subcontract or a contract or subcontract funded in whole or in part with public funds;
 - (2) For violation of federal or State antitrust statutes relating to the submission of offers;
 - (3) For commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (4) Which makes the City the prevailing party in a legal proceeding and a court determines that the lawsuit between the contractor and the City was frivolous or filed in bad faith.
- (b) The Committee may debar a contractor, (and, limited instances set forth hereinbelow a Bidder or Proposer) based upon a preponderance the greater weight of the evidence, for;
 - (1) Violation of the terms of a City contract or subcontract or a contract or subcontract funded in whole or in part by City funds such as failure to perform in accordance with the terms of one (1) or more contracts as certified by the City department administering the contract; or the failure to perform or unsatisfactorily perform in accordance with the terms of one (1) or more contracts, as certified by an independent registered architect engineer or general contractor;
 - (2) Violation of a City ordinance or administrative order which lists debarment as a potential penalty;
 - (3) Any other cause which affects the responsibility of a City contractor or subcontractor in performing City work.

Section 2-405. Debarment procedures.

- (a) Requests for the debarment of contractors may be initiated by a City Department or by a citizen-at large and shall be made in writing to the Office of the City Manager. Upon receipt of a request for debarment, the City Manager shall transmit the request to the Mayor and City Commission at a regularly scheduled meeting. The Mayor and City Commission shall transmit the request to a person or persons who shall be charged by the City Commission with the duty of promptly investigating and preparing a written report(s) concerning the proposed debarment, including the cause and grounds for debarment as set forth in this ordinance.

- (b) Upon completion of the aforesaid written report, the City Manager shall forward said report to the Debarment Committee. The City's Procurement Office shall act as staff to the Debarment Committee and, with the assistance of the City department person or persons which prepared the report present evidence and argument to the Debarment Committee
- (c) Notice of proposal to debar. Within ten working days of the Debarment Committee having received the request for debarment and written report, the City's Procurement Office, on behalf of the Debarment Committee shall issue a notice of proposed debarment advising the contractor and any specifically named affiliates, by certified mail, return receipt requested, or personal service containing the following information:
- (1) That debarment is being considered:
 - (2) The reasons and causes for the proposed debarment in terms sufficient to put the contractor and any named affiliates on notice of the conduct or transaction(s) upon which it is based;
 - (3) That a hearing shall be conducted before the Debarment Committee on a date and time not less than thirty (30) days after service of the notice. The notice shall also advise the contractor that it may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine evidence and testimony presented against it.
 - (4) The notice shall also describe the effect of the issuance of the notice of proposed debarment, and of the potential effect of an actual debarment.
- (d) No later than seven (7) working days, prior to the scheduled hearing date, the contractor must furnish the City's Procurement Office a list of the defenses the contractor intends to present at the hearing. If the contractor fails to submit the list, in writing, at least seven (7) working days prior to the hearing or fails to seek an extension of time within which to do so, the contractor shall have waived the opportunity to be heard at the hearing. The Debarment Committee has the right to grant or deny an extension of time, and for good cause, may set aside the waiver to be heard at the hearing, and its decision may only be reviewed upon an abuse of discretion standard.
- (e) Hearsay evidence shall be admissible at the hearing but shall not form the sole basis for initiating a debarment procedure nor the sole basis of any determination of debarment. The hearing shall be transcribed, taped or otherwise recorded by use of a court reporter, at the election Committee and at the expense of the City. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party.
- (f) Debarment Committee's decision. In actions based upon a conviction or judgment, or in which there is no genuine dispute over material facts, the Debarment Committee shall make a decision on the basis of all the undisputed material information in the administrative record, including any undisputed, material submissions made by the contractor. Where actions are based on disputed evidence, the Debarment Committee shall decide what weight to attach to evidence of record, judge the credibility of witnesses, and base its decision on the preponderance greater weight of the evidence standard. The Debarment Committee shall be the sole trier of fact. The Committee's decision shall be made within ten (10) working days

after conclusion of the hearing, unless the Debarment Committee extends this period for good cause.

- (g) The Committee's decision shall be in writing and shall include the Committee's factual findings, the principal causes of debarment as enumerated in this ordinance, identification of the contractor and all named affiliate: affected by the decision, and the specific term, including duration, of the debarment imposed.
- (h) Notice of Debarment Committee's decision.
 - (1) If the Debarment Committee decides to impose debarment, the City Manager shall give the contractor and any named affiliates involved written notice by certified mail, return receipt requested, or hand delivery, within ten (10) working days of the decision, specifying the reasons for debarment and including a copy of the Committee's written decision; stating the period of debarment, including effective dates; and advising that the debarment is effective throughout the City departments.
 - (2) If debarment is not imposed, the City Manager shall notify the contractor and any named affiliates involved, by certified mail, return receipt requested, or personal service, within ten (10) working days of the decision.
- (i) All decisions of the Debarment Committee shall be final and shall be effective on the date the notice is signed by the City Manager. Decisions of the Debarment Committee are subject to review by the Appellate Division of the Circuit Court. A debarred contractor may seek a stay of the debarment decision in accordance with the Florida Rules of Appellate Procedure.

Section 2-406. Period of debarment.

- (a) The period of debarment imposed shall be within the sole discretion of the Debarment Committee. Debarment shall be for a period commensurate with the seriousness of the cause(s), and where applicable, within the guidelines set forth below, but in no event shall exceed five (5) years.
- (b) The following guidelines in the period of debarment shall apply except where mitigating or aggravating circumstances justify deviation:
 - (1) For commission of an offense as described in subsection 2404(a)(1): five (5) years.
 - (2) For commission of an offense as described in subsection 2404(a)(2): five (5) years.
 - (3) For commission of an offense as described in subsection 2404(a)(3): five (5) years.
 - (4) For commission of an offense as described in subsection 2404(a)(54): two (2) to five (5) years.
 - (5) For commission of an offense as described in subsections 2404(b)(1) or (2): two (2) to five (5) years.
- (c) The Debarment Committee may, in its sole discretion, reduce the period of debarment, upon the contractor's written request for reasons such as:
 - (1) Newly discovered material evidence;
 - (2) Reversal of the conviction or civil judgment upon which the debarment was based;
 - (3) Bona fide change in ownership or management;

- (4) Elimination of other causes for which the debarment was imposed; or
 - (5) Other reasons the Debarment Committee deems appropriate.
- (d) The debarment debarred contractor's written request shall contain the reasons for requesting a reduction in the debarment period, The City's Procurement Office, with the assistance of the affected department shall have thirty (30) days from receipt of such request to submit written response thereto. The decision of the Debarment Committee regarding a request made under this subsection is final and non-appealable.

SECTION 2. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the 3rd day of March,2000.

PASSED and **ADOPTED** this 23rd day of February, 2000.

ORDINANCE NO. 2002-3344

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING PROCEDURES FOR RESOLVING BIDS (BIDS), REQUEST FOR PROPOSALS (RFP'S), REQUEST FOR QUALIFICATIONS (RFQ'S), REQUEST FOR LETTERS OF INTEREST (RFLI'S), AND PURCHASE ORDERS BASED ON WRITTEN OR ORAL QUOTATIONS, BY AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH ENTITLED "ADMINISTRATION"; BY AMENDING ARTICLE VI THEREOF ENTITLED "PROCUREMENT"; BY CREATING SECTION 2-371 ENTITLED "AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time the City procures goods and services through Invitation for Bids, Requests for Proposals, Requests for Qualifications, Requests for Letters of Interest, and purchase orders based on written or oral quotations, in accordance with the public bidding procedures set forth in Florida law and the Code of the City of Miami Beach (the "City Code"); and

WHEREAS, such process may lead to protested bids and proposed awards; and

WHEREAS, it is the intent of the Mayor and City Commission that procedural and technical issues related to Invitations for Bids, Requests for Proposals, Requests for Qualifications, Requests for Letters of Interest, and purchase orders based on written or oral quotations, be decided by the City Manager and the City Attorney, and that their determinations with respect to said procedural and technical issues shall be deemed final; and

WHEREAS, it is in the best interests of the City and all respondents to Invitations for Bids, Requests for Proposals, Requests for Qualifications, Requests for Letters of Interest, and purchase orders based on written or oral quotations, to have a clear and unequivocal procedure for resolving such protests in a timely and expeditious manner.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:

Section 1. There is hereby added to Article VI of Chapter 2 of the City Code a new Section 2-371, which shall read as follows:

Section 2-371. Authority to Resolve Protested Bids and Proposed Awards.

- (a) **Right to Protest.** Any actual bidder, qualified proposer, or interested parties (hereinafter collectively referred to as the "bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI") or invitation for bid for goods and/or

services ("hereinafter, collectively referred to as the bid") may protest to the City Manager or his or her designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in this Code, any written guidelines of the Procurement Department, and the specifications, requirements and/or terms set forth in any bid.

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within three (3) business days (for the purposes of this ordinance, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two (2) business days prior to the opening of the. Such protest must be made in writing to the City Manager or his or her designee, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(2) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above, shall be submitted in writing to the City Manager, or his or her designee. The City will allow such bid protest to be submitted anytime until two (2) business days following the release of the City Manager's written recommendation to the City Commission, as same is set forth and released in the City Commission agenda packet, for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.

(b) Any bidder who is aggrieved in connection with the solicitation or proposed award of a purchase order based on an oral or written quotation may protest to the City Manager or his or her designee anytime during the procurement process, up to the time of the award of the purchase order, but not after such time. Such protest shall be made in writing and state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.

(c) The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

- (d) **Authority to Resolve Protests.** The City Manager or his or her designee shall have the authority to settle and resolve a protest concerning the solicitation or award of a bid.
- (e) **Responsiveness.** Prior to any decision being rendered under this Ordinance with respect to a bid protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the bidder to the bid in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness. ~~The determination of the City Manager and the City Attorney with regard to all procedural and technical matters shall be final.~~
- (f) **Decision and Appeal Procedures.** If the bid protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- (g) **Distribution.** A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- (h) **Stay of Procurements During Protests.** In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to such bid unless a written determination is made by the City Manager, that the award pursuant to such bid must be made without delay in order to protect a substantial interest of the City.
- (i) The institution and filing of a protest under this Code is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- (j) **Protests not timely made under this section shall be barred.** Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- (k) At the time the City Manager's written recommendation for award of a bid is presented at a meeting of the Mayor and City Commission, the City Attorney, or his or her designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any bid protest filed in connection with the bid in

question.

- (1) The determination of the City Manager and the City Attorney with regard to all procedural and technical matters shall be final.

Section 2. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance. It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida, The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

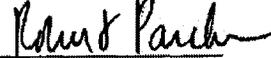
Section 4. This Ordinance shall take effect ten (10) days after its adoption on the 19th day of January, 2002.

PASSED on First Reading this 19th day of December, 2001.

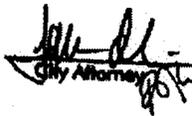
PASSED and **ADOPTED** on Second Reading this 9th day of January, 2002.


MAYOR

ATTEST:


CITY CLERK
F:\ATTO\AQUR\RESOS\BIDPROTS.rdl2.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney
1-3-02
Date

ORDINANCE NO. 2003-3389

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII BY CREATING DIVISION 5 THEREOF ENTITLED "CAMPAIGN FINANCE REFORM", AND FURTHER AMENDING CITY CODE SECTION 38-6 ENTITLED "PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS" AND CITY CODE CHAPTER 2 BY TRANSFERRING SAID SECTION FROM CHAPTER 38 OF THE CODE TO CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 5, RENUMBERING CODE SECTION 38-6 TO CODE SECTION 2-487; AMENDING SAME BY MANDATING THAT THE CITY PUBLISH NOTICE REQUIREMENTS OF THIS ORDINANCE, ESTABLISHING RESPONSIBILITY OF CANDIDATES FOR ELECTED OFFICE TO DETERMINE STATUS OF POTENTIAL DONOR AS VENDOR, CLARIFYING AND CREATING DEFINITIONS, CREATING ADDITIONAL WAIVER PROVISION WHEN TERMINATION OF EXISTING CONTRACT WOULD BE ECONOMICALLY ADVERSE TO CITY'S BEST INTERESTS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code Chapter 2, Article VII, is hereby amended by the creation of Division 5 thereof entitled "Campaign Finance Reform" and is further amended by transferring Section 38-6 entitled "Prohibited Campaign contributions by Vendors" from City Code Chapter 38 to City Code Chapter 2, Article VII, Division 5 and renumbering said Section 38-6 to Section 2-487, to read as follows:

DIVISION 5. CAMPAIGN FINANCE REFORM

Sec. ~~38-6~~ 2-487. Prohibited Campaign Contributions by Vendors

~~(a)~~A. General.

(1) ~~(a)~~ (a) No person who is a vendor to the city shall give a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. Commencing on the effective date of this ordinance, all proposed city contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or bids issued by the City, shall incorporate this Ordinance so as to notify potential vendors of the proscription embodied herein.

(b) No candidate, or campaign committee of a candidate for the offices of mayor or commissioner, shall ~~solicit or receive~~ deposit into such candidate's campaign

~~account any campaign contribution directly or indirectly from a person who is a vendor to the city, or through a member of the person's immediate family, or through a political action committee, or through any other person on behalf of the person. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming with the Procurement Division's City records (including City of Miami Beach website) to verify the vendor status of any potential donor.~~

- (2) A fine of up to \$500.00 shall be imposed on every person who violates this ~~prohibition section~~. Each act of ~~solicitation~~, giving or ~~receiving~~ ~~depositing~~ a contribution in violation of this ~~paragraph section~~ shall constitute a separate violation. All contributions ~~received~~ ~~deposited~~ by a candidate in violation of this ~~paragraph section~~ shall be forfeited to the city's general revenue fund.
- (3) A person ~~or entity~~ who directly or ~~through a member of the person's immediate family, or through a political action committee, or through any other person~~ ~~indirectly~~ makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from ~~transacting business~~ ~~servicing as a vendor~~ with the city. This ~~prohibition on transacting business with the city may be waived only in the manner provided hereinbelow in subsection (b).~~
- (4) As used in this section:
 - (a)
 1. A "vendor" is a person ~~and/or entity~~ who ~~transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager's approved vendor list.~~ selected by the City as the successful bidder on a present or pending bid for goods, equipment or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.
 2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.
 3. For purposes of this ordinance, "vendor" status shall terminate upon completion of the agreement for the provision of goods, equipment or services.
 - (b) For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City of Miami Beach.

(b) A "contribution" is:

1. ~~A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.~~
2. ~~A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.~~
3. ~~The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.~~
4. ~~The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.~~

(c) The term contribution shall have the meaning ascribed to such term in Chapter 106, Florida Statutes, as amended and supplemented (copies available in City Clerks office).

(b) B. Conditions for waiver of prohibition. The requirements of this section may be waived by a 5/7th vote for a particular transaction by city commission vote after public hearing upon finding that:

~~(1) — An open to all sealed competitive bid or proposal has been submitted and the city official/donee has in no way participated in the determination of the bid specifications or bid award;~~

~~(2)~~(1) The property goods, equipment or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

~~(3)~~(2) The business entity involved in the proposed transaction is the sole source of supply within the city as determined by the City's Procurement Director in accordance with procedures established in section 2-367(c) of the Miami Beach City Code; or(4)(3)

An emergency contract (as authorized by the City Manager pursuant to section 2-396 of the Miami Beach City Code) must be made in order to protect the health, safety or welfare of the citizens of the city, as determined by a five-sevenths vote of the city commission; or

(4) A contract for the provision of goods, equipment or services exists which, if terminated by the City, would be adverse to the best economic interests of the City.

Any grant of waiver by the city commission must be supported with a full disclosure of the subject campaign contribution.

(e)C. Applicability. This section shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered into in violation of this section.

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect the 18th day of January, 2003.

PASSED and ADOPTED this 8th day of January, 2003.

ATTEST:

Meredith Parker
CITY CLERK

[Signature]
MAYOR

(Requested by Commissioner Jose Smith, and approved by Community Affairs Committee)

(Passed on 1st Reading on December 11, 2002)

JKO/kw

F:\atto\OLIVARES-ORD\38-6-N2a.doc

Ordinance No. 2003-3389

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 12-26-02
City Attorney Date

ORDINANCE NO. 2002-3363

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, DIVISION 3, SECTION 2-485 THEREFORE ENTITLED "LIST OF EXPENDITURES; FEE DISCLOSURE; REPORTING REQUIREMENTS", BY REQUIRING DISCLOSURE OF LOBBYIST' FEES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code Chapter 2 entitled "Administration", Division 3 entitled "Lobbyist", Section 2-485 thereof is hereby amended to read as follows:

Sec. 2-485. List of expenditures; fee disclosure; reporting requirements.

- a. On October 1 of each year, lobbyist subject to lobbyist registration requirements shall submit to the city clerk a signed statement under oath as provided herein listing all lobbying expenditures in the city for the preceding calendar year. A statement shall be filed even if there have been no expenditures during the reporting period. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events.

- b. Each lobbyist and his/her principal shall, before engaging in any lobbying activities, submit to the City Clerk a joint signed statement under oath disclosing the terms and amounts of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged to lobby; each principal shall also, prior to the lobbying activities taking place, submit to the City Clerk a signed statement under oath disclosing the terms and amount of compensation (to be) paid to each lobbyist engaged by the principal with regard to the specific issue on which the lobbyist has been engaged to lobby. If no compensation has or will be paid concerning the subject lobby services, a statement shall nonetheless be filed reflecting as such.

c. Any change to information originally filed shall require that the lobbyist (~~or and~~ principal under subsection (b) above) file, within three business days from such changed circumstances, an amendment signed statement under oath amending to the above-referenced reports; additionally, in the event official action on the specific lobbied issue is scheduled to occur during said three day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record at which the official action is to occur the subject amendment. The lobbyist (~~or and~~ principal) ~~has have~~ a continuing duty to supply accurate information and amend said reports when so needed.

~~(b)~~ (d) The city clerk shall notify any lobbyist (or principal) who fails to timely file an the expenditure or fee disclosure reports referenced in sections (a) and (b) above. In addition to any other penalties which may be imposed as provided is section 2-485.1, a fine of \$50.00 per day shall be assessed for reports filed after the due date.

~~(e)~~ (e) The city clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file a either of the reports referenced above and or pay the assessed fines after notification.

~~(e)~~ (f) A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way

affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION

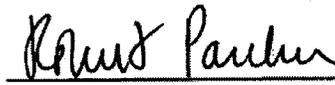
It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 5. EFFECTIVE DATE

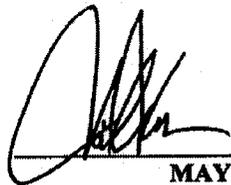
This Ordinance shall take effect 18th day of May, 2002.

PASSED and **ADOPTED** on Second Reading this 8th day of May, 2002.

ATTEST:



CITY CLERK



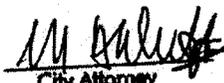
MAYOR

(Requested by Commissioner Matti Bower and Co-sponsored by Commissioner Simon Cruz, Jose Smith and Richard Steinberg)

Shaded language reflects changes between first and second reading.

JKO/kw
F:ATTO\OLIJ\RES-ORD\2-485.ORD.DOC

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 4-18-02

City Attorney Date

ORDINANCE NO. 2003-3413

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, IMPLEMENTING PROCEDURES TO PROVIDE LOCAL PREFERENCE TO MIAMI BEACH-BASED VENDORS IN THE AWARD OF CONTRACTS FOR GOODS AND GENERAL SERVICES, BY AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH ENTITLED, "ADMINISTRATION," BY AMENDING ARTICLE VI THEREOF ENTITLED, "PROCUREMENT," BY AMENDING DIVISION 3 ENTITLED, "CONTRACT PROCEDURES," BY CREATING SECTION 2-372; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.084, Florida Statutes, entitled *Preference to Florida businesses*, municipalities may award a preference to the lowest responsible bidder having a principal place of business within this state; and

WHEREAS, a local preference to Miami Beach-based vendors will recycle public funds back into the local economy; and

WHEREAS, Miami Beach-based vendors, as taxpayers, have given to the community by providing economic development and creating employment opportunities; and

WHEREAS, a local preference to Miami Beach-based vendors would help the local economy by providing an infusion of capital into locally-based businesses, thus providing greater relief to the City's businesses and the resident workforce; and

WHEREAS, a local preference ordinance will not result in the City paying more for goods and services, since it provides Miami Beach-based vendors with the opportunity of providing the goods and services at the same cost as the lowest bid received; and

WHEREAS, the basic tenet of public procurement of ensuring maximum competition will remain intact by requiring competitive bids.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA as follows:

SECTION 1: That Chapter 2, Article VI, Division 3 of the Miami Beach City Code is hereby amended creating a new section 2-372 as follows:

ARTICLE VI. PROCUREMENT

DIVISION 3. CONTRACT PROCEDURES

Sec. 2-372. Procedure to provide preference to Miami Beach-based vendors in contracts for goods and general services.

(1) Definitions. For purposes of this section only, the following definitions shall apply:

- (a) Bid shall mean a competitive bid procedure established through the issuance of an invitation to bid. The term "bid," as used herein, shall not include requests for proposals, requests for qualifications, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- (b) General services means support services performed by an independent contractor requiring specialized knowledge, experience, or expertise that includes, but is not limited to, pest control, janitorial, laundry, catering, security, lawn maintenance and maintenance of equipment, framing, and film development.
- (c) Goods includes, but is not limited to, supplies, equipment, materials and printed matter.
- (d) Miami Beach-based vendor means a bidder that has a valid occupational license issued by the City of Miami Beach, which authorizes said vendor to provide the subject goods and/or services, and has its headquarters in the City, or has a place of business located in the City at which it will produce the goods or perform the services to be purchased. The City Manager shall administratively resolve any issues relating to a vendor's status as a Miami Beach-based vendor, and his decision on whether a vendor is a Miami Beach-based vendor shall be final.

(2) Exemptions.

- (a) The provisions of this section, shall not apply, and no local preference shall be accorded hereunder, to bids or proposal procedures for professional services, which are defined, for purposes of this section, as any services where the City is obtaining advice, instruction, or specialized work from an individual, firm, or corporation specifically qualified in a particular area, and also those services procured pursuant to Section 287.055, Florida Statutes.

(b) The provisions of this section shall not apply, and no local preference shall be accorded hereunder, to bids and/or the solicitation or proposed award of a purchase order based on an oral or written quotation for the purchase of, or contract for, the construction/renovation of public buildings, facilities, public works, or other public capital construction projects.

(3) Preference in purchase of goods or general services. Except where federal or state law mandates to the contrary, in the purchase of goods or general services by means of a competitive bid, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within 5% of the lowest and best bidder, an opportunity of providing said goods or general services for the lowest responsive bid amount.

(4) Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents.

(5) Whenever, two (2) or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

(6) Comparison of qualifications. The preferences established herein in no way prohibit the right of the City Manager and/or the Mayor and City Commission, as applicable, to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all person, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Manager and/or the Mayor and City Commission, as applicable, from giving any other preference permitted by law instead of the preferences granted herein.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity or constitutionality of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the 21st day of June, 2003, which is 10 days after adoption.

PASSED and ADOPTED this 11th day of June, 2003.



Vice-Mayor

ATTEST:



City Clerk

Letters or numbers that are stricken through are deletions from existing ordinance.

Letters or numbers that are underlined are additions to existing ordinance.

T:\AGENDA\2003\apr0903\regular\LocalPreference.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

-4-1-03

City Attorney Date